

# How to be YOUR OWN LAWYER



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# HOW TO BE YOUR OWN LAWYER.

A COMPLETE

INSTRUCTOR FOR EVERYBODY IN ALL THE ORDINARY  
LEGAL AFFAIRS OF LIFE.

ADAPTED TO

EVERY STATE AND TERRITORY.

PLAIN AND CONCISE DIRECTIONS ARE GIVEN AND FORMS  
FURNISHED FOR THE TRANSACTION OF

ALL KINDS OF BUSINESS,

AND THE PREPARATION OF

*EVERY DESCRIPTION OF LEGAL DOCUMENT IN COMMON USE,  
SUCH AS AGREEMENTS, BONDS, DEEDS, LEASES,  
MORTGAGES, WILLS, ETC.*

ALSO,

A DICTIONARY OF LEGAL TERMS AND TABLES FOR THE  
COMPUTATION OF INTEREST AND FOR MAKING A  
VARIETY OF OTHER CALCULATIONS,

AS WELL AS

VALUABLE MISCELLANEOUS INFORMATION.

*Compiled and arranged under the supervision of prominent members  
of the New York Bar.*

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## P R E F A C E .

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IN presenting this work to the public, the Editor and Compiler lays no particular claim to originality in the selection or arrangement of topics. His main idea has been to furnish, in plain language, easily understood by anybody, some of the essential law points in connection with each topic considered, and to so arrange the subjects that they can be quickly found when wanted. Special care has been taken in the preparation of the forms for drawing legal papers, and their accuracy can be depended upon.

Too much stress can not be laid on the importance of *signing no paper, under any circumstances*, until its purport is fully comprehended. Before signing any document, always *read it through carefully*, and be sure you understand the meaning of *each and every word and sentence*. If any doubt remains as to the meaning of any part, it is better to refuse to sign until you have consulted an attorney. No end of litigation and much misery has resulted from signing legal papers without understanding their contents.





# HOW TO BE YOUR OWN LAWYER.

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## ACKNOWLEDGMENT AND PROOF OF DEEDS.

ACKNOWLEDGMENT is the act of a person who has executed a deed in going before a competent officer or court and admitting the genuineness of the instrument and that it was made voluntarily. This acknowledgment is certified to by the court or officer who takes it, according to the laws of the State in which the acknowledgment is taken.

The deed or instrument is proved when the subscribing witness or witnesses come before the proper officer and declare its genuineness, and the declaration is certified to by the officer.

The certificate of the officer can not be altered after it is made unless there is a re-acknowledgment.

The acknowledgment authorizes the deed to be read in evidence without other proof of its execution, and at the same time entitles it to be placed on record, and should be required by the purchaser for his own security.

The officer taking the acknowledgment should sign his name and official title.

It is always prudent to have a witness to a deed, even though it is acknowledged, although this necessity has been done away with by statutes in many of the States. If the deed is not acknowledged, always have two witnesses.

The following are the laws of the States and Territories of the United States on this subject in a condensed form.

Under each State and Territory will be found the forms of acknowledgment prescribed by the laws of said State or Territory.

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### ALABAMA.

*Within the State* acknowledgments and proof of deeds may be taken before the following officers, to wit: judges of the supreme and circuit courts and the clerks of the same, chancellors, judges of probate courts,

justices of the peace, and notaries public. The last two officers can take acknowledgments only within their respective counties.

*Without the State, but within the U. S.*, acknowledgments may be taken before judges and clerks of any federal court, judges of any of the courts of record within the State where taken, notaries public, or commissioners of Alabama. Acknowledgments relative to navigation and commerce may be taken by notaries public.

The wife need not be separately examined.

One witness is sufficient if the deed be acknowledged by the grantor.

A power of attorney to convey may be acknowledged in the same way.

### *Form of Acknowledgment by Husband and Wife.*

THE STATE OF \_\_\_\_\_ } ss.  
COUNTY, }

I (name and title of the officer), hereby certify that John Brown and Sarah Brown his wife, whose names are signed to the foregoing conveyance, and who are known to me, acknowledged before me on this day, that being informed of the contents of the conveyance, they executed the same voluntarily on the day the same bears date.

Given under my hand this \_\_\_\_\_ day of \_\_\_\_\_ A.D. 18 .

(Signature and title.)

### *Form of Acknowledgment by Wife when conveying any Homestead exempted by the Laws of the State.*

STATE OF ALABAMA, } ss.  
COUNTY OF \_\_\_\_\_ }

I, \_\_\_\_\_ judge (chancellor, notary public, or justice of the peace, as the case may be), hereby certify, that on the \_\_\_\_\_ day of \_\_\_\_\_ 18 , came before me the within-named Sarah Brown, known or made known to me to be the wife of the within-named John Brown, who, being by me examined separate and apart from her husband, touching her signature to the within deed acknowledged that she signed the same of her own free will and accord, and without fear, constraint, or threats on the part of her husband.

In witness whereof I hereunto set my hand this \_\_\_\_\_ day of \_\_\_\_\_ , 18 .

A. B., *Judge (chancellor, notary public, or justice of the peace).*

### *Proof by Subscribing Witness.*

THE STATE OF \_\_\_\_\_ } ss.  
COUNTY, }

I (name and title of officer), hereby certify that William Smith, a subscribing witness to the foregoing conveyance, known to me, appeared before me this day, and being sworn, stated that William Jones, the grantor in the conveyance, voluntarily executed the same in his presence, and in the presence of the other subscribing witness, on the day the

same bears date ; that he attested the same in the presence of the grantor and of the other witness, and that such other witness subscribed his name as a witness in his presence.

Given under my hand this      day of      , A.D. 18 .

(Signature and title.)

## ARIZONA TERRITORY.

*Within the Territory* acknowledgments and proof of deeds may be taken before any judge or clerk of a court having a seal, or before a notary or justice of the peace of the proper county.

*Without the Territory*, but within the U. S., before any judge or clerk of any U. S. court, or any State or Territorial court having a seal, or before an Arizona commissioner.

The wife is separately examined.

### *General form of Acknowledgment.*

TERRITORY OF ARIZONA, } ss.  
COUNTY OF

On this      day of      A.D. 18 before me,      notary public, in and for the county of      Territory of Arizona, duly commissioned and sworn, personally appeared William Brown, personally known to me to be the person described in and who executed the foregoing instrument, who acknowledged to me that he executed the same freely and voluntarily, and for the uses and purposes therein mentioned.

In witness whereof I have hereunto set my hand and affixed my official seal, the day and year in this certificate first above written.

[Seal.]

(Signature and title.)

### *Acknowledgment of Married Women.*

TERRITORY OF ARIZONA, } ss.  
COUNTY OF

On this      day of      A.D. 18 before me,      a notary public, in and for said county and Territory of Arizona, duly commissioned and sworn, personally appeared Mrs. William Brown, personally known to me to be the person described in and who executed the annexed foregoing instrument, and upon examination apart from and without the hearing of her husband, I made her acquainted with the contents of said instrument, and thereupon she acknowledged to me that she executed the same freely and voluntarily and without fear or compulsion or undue influence on the part of her husband, and that she did not wish to retract the execution of the same

In witness whereof I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

(Signature and title.)

## ARKANSAS.

*Within the State* acknowledgments and proof of deeds may be taken before the supreme and circuit courts or the judges or clerks thereof, the county court or presiding judge thereof, a justice of the peace within the State, or a notary public.

*Without the State*, but within the U. S., by any court of the United States, any State or Territorial court having a seal, or by the clerk thereof, by any mayor of a city, or the same may be taken by the chief officer of a town if it has a seal, or by a notary public or an Arkansas commissioner.

The wife must acknowledge, separate and apart from her husband, that she has executed the deed without fear or compulsion, and that she relinquishes her dower.

There must be two witnesses unless the deed is acknowledged by the grantor, in which case no witnesses are required. The certificate of the officer taking the acknowledgment should be endorsed upon the deed, and signed and sealed with his official seal if he has one; otherwise, he must use his official signature.

*Form of Acknowledgment by Husband and Wife conveying  
Lands of Husband.*

STATE OF ARKANSAS, } ss.  
COUNTY OF

Be it remembered that on this day before me the undersigned (here insert name and title of officer), within and for the county aforesaid, duly commissioned and acting, came A. B., to me well known as the *grantor* in the foregoing deed, and stated that he had executed the same for the consideration and purposes therein mentioned and set forth.

And on the same day also voluntarily appeared before me, C. B., wife of the said A. B., to me well known as the person signing said deed, and in the absence of her said husband declared that she had of her own free will signed and sealed the relinquishment of dower in the foregoing deed, for the purposes therein contained and set forth, without compulsion or undue influence on the part of her said husband.

Witness my hand and seal, as such (title of official) on this      day of January, 18      .

(Signature and title of officer.)

*Form of Acknowledgment by Husband and Wife conveying Lands  
of Wife.*

STATE OF ARKANSAS, } ss.  
COUNTY OF

On this day came before me a duly commissioned, qualified, and acting (title of officer), within and for the county aforesaid, A. B. and C. B., his wife, to me well known as the grantors in the foregoing deed; and the said A. B. stated that he had executed the same for the consideration



and purposes therein mentioned and set forth; and also voluntarily appeared before me the said C. B., in the absence of her said husband, and declared that she had of her own free will executed the same for the purposes therein contained and set forth, without compulsion or undue influence of her said husband.

Witness my hand as such (title of official), on this       day of January, 18 .

(Signature and title of official.)

### *Proof of Deed by Subscribing Witness.*

STATE OF        }  
COUNTY OF    } ss.

Be it remembered that on this day came before me, a notary public in and for said county and State, E. H., one of the subscribing witnesses to the foregoing deed, to me personally well known, who being by me first duly sworn, stated that he saw B. B., the grantor in said deed, subscribe the same on the day of its date (or that he acknowledged in his presence on the       day of       18       that he had executed said deed for the consideration and purposes therein expressed), and that he and J. H., the other subscribing witness, subscribed said deed as attesting witnesses at the request of said grantor.

In testimony whereof, I have hereunto set my hand and seal of office on this       day of       18 .

(Signature and title.)

### *Proof of Handwriting of Grantor and Subscribing Witness.*

STATE OF ARKANSAS, }  
COUNTY OF        } ss.

Be it remembered that on this       day of       18       came before me, a notary public in and for said county and State, E. F. and J. H., and upon their oaths stated that the signatures of A. B., the grantor in the foregoing deed, and of H. D., a witness thereto, are genuine, and are in the handwriting of said A. B. and H. D. respectively.

In testimony whereof, I have hereunto set my hand and seal of office, on this       day of       18 .

(Signature and title.)

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## **CALIFORNIA.**

*Within the State* acknowledgments and proof of deeds may be taken before any judge or clerk of a court having a seal, and by justices of the peace and notaries public of their respective counties.

*Without the State*, but within the U. S., before the judge or clerk of any court having a seal, or before a commissioner of California or a notary public. It is usual to have two witnesses, but if the deed is acknowledged by the grantor, none are required. The person making the acknowledgment must be personally known to the officer to be the

person whose name is signed to the instrument, or his identity must be proved by a credible witness.

The wife must be examined apart from her husband, and must acknowledge that she knows the contents of the deed and acts of her own free will. The certificate must be endorsed on or annexed to the deed, and must be signed and sealed. If the officer has no seal, his official title must be annexed to his signature.

In conveyance of a married woman's separate estate, she must be examined apart from her husband and must acknowledge the deed, if out of the State, before a judge of a court of record or California commissioner.

### *General Form for Acknowledgments.*

STATE OF CALIFORNIA, } ss.  
COUNTY OF

On this      day of      in the year      before me (name and title of officer), personally appeared A. B., known to me (or proved to me on the oath of E. F.) to be the person whose name is subscribed to the within instrument, and acknowledged to me that he (or they) executed the same.

[Seal.] (Signature and title.)

If the deed be executed by a corporation, after the words, "known to me," etc., insert, "to be the president (or secretary) of the corporation that executed the within instrument."

### *Of a Married Woman.*

STATE OF CALIFORNIA, } ss.  
COUNTY OF

On this      day of      in the year      before me (name and title of officer), personally appeared C. B., known to me (or proved to me on the oath of E. F.) to be the person whose name is subscribed to the within instrument, described as a married woman; and upon an examination without the hearing of her husband, I made her acquainted with the contents of the instrument, and thereupon she acknowledged to me that she executed the same, and that she did not wish to retract such execution.

[Seal.] (Signature and title.)

No special form is required in proving a deed by a subscribing witness. It must appear that the witness was duly sworn, and says that the person whose name is signed, is the person described as having executed the deed, and the witness signed his name as a witness.

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## *COLORADO.*

*Within the State* acknowledgments and proof of deeds may be taken before the judge, clerk, or deputy clerk of the supreme, district, or county courts, county clerk or his deputy, a justice of the peace or no-

tary public within his county, or before the clerk of the U. S. district or circuit court or his deputy. The seal of the court must be attached.

*Without the State*, but within the U. S., before the secretary of any State or Territory, certified by him with the seal of the State or Territory attached, before the clerk of any court of record having a seal, and also before a justice of the peace or notary public in his proper county. The certificates of the last officers must be accompanied by the certificate of the clerk of a court of record in their county, stating that they are the persons designated by their respective titles, and have authority to take acknowledgments. The deed does not require witnesses as to its execution.

Wife acknowledges in same manner as the husband.

### *Form for Certificate of Acknowledgment.*

STATE OF COLORADO, } ss.  
COUNTY OF

I (naming the officer), within and for the county and State aforesaid, do hereby certify that (naming the person), who is personally known to me (or, if not so known, and his or her identity is proven to such officer by a witness, then say, "who was proven to me by the oath of (naming the witness), a credible witness, to be the same person whose name is subscribed to the foregoing (or within) instrument of writing as a party thereto"), appeared before me this day in person, and acknowledged that (he or she) executed the same for the uses and purposes therein set forth.

Witness my hand and the seal of said court (or if by notary, say notarial seal) this      day of      A.D. 18      .

[Seal.]

(Signature and title.)

If the acknowledgment is taken before a clerk of a court of record, the certificate should show that the court is a court of record.

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## CONNECTICUT.

*Within the State* acknowledgments and proof of deeds may be taken before a judge of the supreme or district court of the U. S., or judges or clerks of the supreme, superior, common pleas, probate, county, and district courts, town clerk, justice of the peace, notary public, commissioner of school funds, or before a county surveyor, if the land lies within his county.

*Without the State*, but within the U. S., before any one of the courts or officers above named, except commissioner of school funds or a county surveyor.

There must be two witnesses to a deed wherever it is executed.

Married women need not be separately examined.

County clerk's certificate should be attached to the acknowledgment by a justice of the peace. A seal should always be used by the officer; if no seal, his official signature.

STATE OF CONNECTICUT, } ss.  
COUNTY OF

Witness my hand and seal of office, on this      day of      A.D. 18 .  
[Seal.]      (Signature and title.)

Proof by a subscribing witness is not allowed.

STATE OF CONNECTICUT, } 83.  
COUNTY OF

Witness my hand and seal of office, on this      day of      A.D. 18      .  
(Signature and title.)

No certificate of the officer's authority is required when taken without the Territory.



*Certificate of Acknowledgment by Husband and Wife.*

DAKOTA TERRITORY, }  
COUNTY OF } ss.

Be it remembered that on this      day of      A.D. 18      before me (name and title of officer), personally appeared A. B. and C. B. his wife, well known to me to be the persons who are described in and who executed the within instrument, and duly acknowledged to me that they executed the same freely.

[Seal.]

(Signature and title.)

*Certificate of a Corporation.*

DAKOTA TERRITORY, }  
COUNTY OF } ss.

On this      day of      in the year 18      before me (name and title of officer) personally appeared A. B., known to me (or proved to me on the oath of E. F.) to be the president (or the secretary) of the corporation that is described in and that executed the within instrument, and acknowledged to me that such corporation executed the same.

[Seal.]

(Signature and title.)

*DELAWARE.*

*Within the State* acknowledgments and proof of deeds may be taken before judges of courts of record, justices of the peace, and notaries public.

*Without the State*, but within the U. S., before a judge of any U. S. circuit or district court, or the chancellor, or any judge of a court of record, or the chief officer of any city or borough, or in open court certified under the hand of the clerk and the seal of the court.

All the above-named officers should attach their seals.

It is usual to have two witnesses, although but one is necessary.

The certificate of acknowledgment must show that the wife relinquishes her dower.

Wife should be privately examined.

*Certificate of Acknowledgment by Husband and Wife.*

STATE OF DELAWARE, }  
COUNTY OF } ss.

Be it remembered, that on the      day of      in the year of our Lord one thousand eight hundred and      personally came before the subscriber (name and title), A. B. and C. B., his wife, parties to this indenture, known to me personally to be such, and severally acknowledged said indenture to be their act and deed respectively, and that the said

C. B. being at the same time privately examined by me apart from her husband, acknowledged that she executed the said indenture willingly, without compulsion or threats, or fear of her husband's displeasure.

Given under my hand and official seal the day and year aforesaid.

(Signature and title.)

### *Form of Acknowledgment by Corporation.*

STATE OF DELAWARE, } ss.  
COUNTY OF

Be it remembered that on this      day of      A.D. 18      personally came before me (name and title of officer) John Smith, President of the Bank of      , a corporation of the State of Delaware, party to the foregoing indenture, known to me personally (or proved on the oath of the witness) to be such, and acknowledged the said indenture to be his act and deed, and the act and deed of the said company; that the signature of the said president is his own proper handwriting; that the seal affixed is the common or corporate seal of the said bank; and that his act of sealing, executing, and delivering said indenture was duly authorized by said bank.

Given under my hand and official seal the day and year aforesaid.

(Signature and title.)

### *DISTRICT OF COLUMBIA.*

Acknowledgments and proof of deeds may be taken before any of the following named officers of any State, county, or territory of the U. S., where the person who makes the deed is living, before a chancellor, a judge of a court of record or of law, a judge of the supreme, circuit, district, or territorial courts, a justice of the peace, notary public or commissioner of the circuit court of the district, and commissioner of deeds for the D. C. in the U. S.

The acknowledgment must have annexed a certificate of the officer under his hand and seal with title.

The certificates of officers without the district should be accompanied with a certificate of the county clerk or register as to the official character of the person taking the same.

One witness is usual, although the statutes do not specify the number.

### *Certificate of Acknowledgment of Husband and Wife.*

DISTRICT OF COLUMBIA, } ss.  
COUNTY OF WASHINGTON.

I, (here give title in full) do hereby certify that A. B. and C. B., his wife, parties to a certain deed bearing date on the      day of      A.D. 18      , and hereto annexed, personally appeared before me in the county of      , the said A. B. and C. B. being personally well known to me as the persons who executed the said deed, and acknowledged the same to

be their act and deed ; and the said C. B., wife of the said A. B., being by me examined privily and apart from her said husband, and having the deed aforesaid fully explained to her, acknowledged the same to be her act and deed, and declared that she had willingly signed, sealed, and delivered the same, and that she did not wish to retract it.

Given under my hand and seal this day of A.D. 18 .  
A. B. [Seal.]

### FLORIDA.

*Within the State* acknowledgments and proof of deeds may be taken before a judge or clerk of the circuit court, before the recording officer, a justice of the peace or a notary public.

*Without the State*, but within the U. S., before any judge or clerk of a court of record, justice of the peace, notary public, or Florida commissioner.

If the acknowledgment is taken before an officer not having a seal, his certificate must be accompanied by that of the clerk or officer of a court of record to the effect that he is qualified to take acknowledgments.

Two witnesses are required.

Married women must acknowledge, separate and apart from their husbands, that they executed the deed under no fear or compulsion.

The officer must certify as to the identity of the grantor. He can satisfy himself of the identity by the evidence of a witness.

The officer should always state his official title.

#### *Form of Acknowledgment of Husband and Wife.*

STATE OF FLORIDA, } ss.  
COUNTY OF

On this day of 18 , before me [name and title of the officer] personally appeared A. B. and C. B., his wife, to me known to be the person described in and who executed the foregoing instrument, and severally acknowledged the execution thereof to be their free act and deed for the uses and purposes therein named, and said C. B. being privately examined by me separate and apart from her husband, acknowledged that the said deed (or relinquishment of dower) was made freely and voluntarily, and without fear or compulsion from her husband.

(Signature and title.)

#### *Form of Acknowledgment when the Deed is made out of the State.*

STATE OF FLORIDA, } ss.  
CITY OR COUNTY OF

On this day of in the year A. B. personally appeared before me, a commissioner duly appointed and authorized by the executive authority under the laws of the State of Florida, to take within the State of proof and acknowledgment of deeds, etc. (or other officer as the case may

be), to be used and recorded in said State of Florida, to me well known to be the person who executed the foregoing (and annexed) deed by him sealed and subscribed; and the said A. B. acknowledged the execution thereof to be his free act and deed, for the uses and purposes therein mentioned.

In witness whereof I have hereunto set my hand and affixed my official seal the day and year first above written.

(Signature and title.)

*Relinquishment of Dower by the Wife when taken out of the State.*

STATE OF FLORIDA, } ss.  
COUNTY OF

I (name and designation of officer) do hereby certify that C. B., to me well known as the wife of A. B., and as one of the persons described in and who executed the foregoing deed of conveyance, did this day, on a private examination by me, made separately and apart from her said husband, acknowledge and declare that she made herself a party to and executed the same for the purpose of renouncing and relinquishing all and every dower and right of dower in and to the lands in said conveyance described, and that the same was done by her freely and voluntarily, and without any constraint, apprehension, or fear of or from her said husband the said A. B.

In witness whereof I have hereunto set my hand and affixed my official seal this      day of      18      .

(Signature of officer.) [Seal.]

*GEORGIA.*

*Within the State* acknowledgments and proof of deeds may be taken before a judge or clerk of the supreme court, or of any court where these officers can administer an oath, justices of the peace and notaries public. Seal of officer is not necessary.

*Without the State*, but within the U. S., before a commissioner of Georgia, or a judge of a court of record where the deed is executed.

There should be a certificate of the clerk, under the seal of the court, as to the genuineness of the judge's signature.

There should be two witnesses to the deed, the officer taking the acknowledgment being one of them.

The officer should certify that he examined the wife privately, and that she declared that she acted voluntarily.

*Certificate of Acknowledgment of Husband and Wife.*

STATE OF GEORGIA, } ss.  
COUNTY OF

Before me (name and title) on this      day of      18      personally came A. B., and C. B. his wife, to me known to be the persons described



in, and who severally executed the foregoing conveyance, and severally acknowledged the same to be their free act and deed. And the said C. B., being privately examined by me, acknowledged and agreed that she signed, sealed, and delivered the said conveyance of her own free will, with an intention thereby to renounce and forever quit claim to Y. Z., her right of dower and thirds, and all her interest of, in, and to the lands or tenements therein mentioned.

[Signature and title.]

*Proof by Subscribing Witness when Deed is not made before Officer.*

STATE OF                    }  
COUNTY OF               } ss.

Before me (name and title) personally came E. F., to me known to be the individual whose signature is affixed to the foregoing deed as one of the witnesses thereto, who, being sworn, says, that he was present at the time when said deed was executed, that he saw the same signed, sealed, and delivered by J. D., whose signature is thereto affixed as grantor; that A. B., the other subscribing witness thereto, was likewise present at said time and witnessed said execution of said deed, and that he, the said E. F. and the said A. B., then and there signed the same as attesting witnesses.

[Signature of witness.]

Subscribed and sworn to before me this     day of     18     .

[Signature and title of officer.]

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*IDAHO TERRITORY.*

*Within the Territory* acknowledgments and proof of deeds may be taken before any judge or clerk of a court having a seal, a justice of the peace, a notary public, or recorder of a proper county.

*Without the Territory*, but within the U. S., before a judge or clerk of any U. S. court, or before the judge or clerk of any court having a seal, in any State or Territory before an Idaho commissioner.

The certificate should be endorsed on, or annexed to, the deed, and be under the hand and seal of the person taking the acknowledgment.

The officer should personally know the person making the acknowledgment, or his identity should be established by at least one credible witness whose name is given in the certificate, and the officer should so state in the certificate.

*General Form of Acknowledgment, and Acknowledgment of Married Women.*

[Same as form for California.]

*Form for Proof of Deed.*

TERRITORY (OR STATE) OF        }  
COUNTY OF                                } ss.

On this     day of     A. D. 18     personally appeared before me     a notary public (judge, or other officer), in and for said county, A. B., satisfactorily proved to me to be the person described in and who executed the within conveyance, by the oath of C. D., a competent and a credible witness for that purpose, by me duly sworn, and he, the said A. B., acknowledged that he executed the same freely and voluntarily, for the uses and purposes therein mentioned.

Given under my hand (and official seal, if the officer have a seal) the day and year first in this certificate above written.

(Signature and title.)

*ILLINOIS.*

*Within the State* acknowledgments and proof of deeds may be taken before any judge, justice, or clerk of any court of record having a seal, a mayor of a city, notary public, commissioner of deeds having a seal, or a justice of the peace (his official character should be certified to by the county clerk if the land is outside of his county). In all cases the officers should affix their seals.

*Without the State*, but within the U. S., as required by the laws of the State where taken, provided that the clerk of a court of record certifies that the acknowledgment is taken according to the laws of the State, or before a judge or justice of the U. S. superior or district court, a judge or justice of the supreme, superior, or circuit court of the U. S. or Territories, a clerk of a court of record, a mayor of a city, a justice of the peace, a notary public.

Certificates should be made under the official seal, and especially in case of mayors of cities, notaries, and clerks of courts of record.

If the officer has no seal, there must be proof that he had authority to take the acknowledgment.

Two witnesses are usual.

The wife need not be examined separately.

*Certificate of Acknowledgment by Husband and Wife.*

STATE OF ILLINOIS, }  
COUNTY OF                } ss.

I (name and title of officer), do hereby certify that A. B. and C. B., his wife, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as having executed the same, appeared before me this day in person, and acknowledge that they signed, sealed, and delivered the said instrument as their free and voluntary act

for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Given under my hand and official seal this      day of      A.D. 18 .  
[Seal.]      (Signature and title.)

### *Proof by Subscribing Witness.*

STATE OF ILLINOIS, } ss.  
COUNTY OF

Be it remembered that on this      day of      A.D. 18 , before me (here insert name and title in full of officer), duly appointed and commissioned, personally appeared C. D., to me personally known to be a subscribing witness to the foregoing deed (or, as the case may be, "who was proved to me on oath of L. B., a credible witness, to be a subscribing witness to the foregoing deed"), who, being duly sworn according to law, deposes and says that Thomas Jefferson, whose name appears subscribed to said deed, is the real person who executed the same, and that he the said C. D. subscribed his name as a witness thereto, in the presence and at the request of the said A. C., which is sufficient evidence to me of the execution of said deed.

In witness whereof I have hereunto set my hand and seal at      this  
day of      A.D. 18 .  
[Seal.]      (Signature and title.)

### *INDIANA.*

*Within the State* acknowledgments and proof of deeds may be taken before the judge or clerk of any court of record, auditor, recorder, mayor of a city, justice of the peace, notary public, a commissioner of Indiana, or a county surveyor having a seal.

*Without the State*, but within the U. S., before the same officers as within the State of Indiana.

The seal of office should be used.

If the officer has no seal, a certificate of his authority to take acknowledgments should accompany his certificate.

A married woman need not be examined separate and apart from her husband.

If the deed is acknowledged, no witnesses are required, otherwise one is sufficient for proof of deed.

### *Certificate of Acknowledgment by Husband and Wife.*

STATE OF INDIANA, } ss.  
COUNTY OF

Be it remembered, that on this      day of      , A.D. 18 , before me (here insert name and title in full of the official taking the acknowledgment), duly commissioned and qualified, personally appeared A. B. and



C. B., his wife, the grantors in the foregoing deed, and severally acknowledged the execution of the same.

In witness whereof I have hereunto set my hand and affixed my official seal the day and year aforesaid.

[Seal.]

(Signature and title.)

### *Proof by Subscribing Witness.*

STATE OF INDIANA, }  
COUNTY OF                } ss.

Be it remembered, that on this        day of       , A.D. 18   , before me the undersigned (here insert name and title of the official), personally appeared Daniel Shaw, the subscribing witness to the execution of the within deed, of lawful age, who being by me duly sworn, upon his oath did depose and say that on the        day of       , 18   , he saw the within named grantors, A. B. and C. B., his wife, sign, seal, and deliver the within deed, as their act and deed; that this deponent at the same time signed his name as a witness of the execution of said deed, at the request and in the presence of said grantors, which grantors were at the time over the age of twenty-one years, and of sound mind and memory, and laboring under no disability so far as deponent knows.

In witness whereof I have hereunto set my hand and affixed my official seal the day and year aforesaid.

[Seal.]

(Signature and title.)

## *IOWA.*

*Within the State* acknowledgments and proof of deeds may be taken before some court having a seal, or a judge or clerk or deputy clerk thereof, auditor or deputy auditor of a county, justice of the peace, or notary public.

*Without the State*, but within the U. S., before some court of record or officer holding the seal thereof, an Iowa commissioner, notary public, or justice of the peace.

When before a justice of the peace, a certificate, under the official seal of the proper authority, of the official character of the justice and of his authority to take such acknowledgments and of the genuineness of his signature, should accompany the acknowledgment.

The certificate must contain the title of the court or person before whom it was taken; that the person making the acknowledgment was personally known to be the person whose name is affixed, or that his identity was established by one credible witness, and that he acted of his own free will.

When the deed is acknowledged, no witnesses are required, otherwise there should be one.

A wife need not be examined privately.

*Acknowledgment by Husband and Wife.*

STATE OF IOWA, }  
COUNTY OF } ss.

On this      day of      A.D. 18      before me (here set forth the title of the court or person before whom the acknowledgment is taken), personally came A. B. and C. B. his wife, to me personally known to be the identical persons whose names are affixed to the above deed as grantors, and acknowledged the execution of the same to be their voluntary act and deed.

Witness my hand and notarial seal (or other seal of office) the day and year above written.

[Seal.]

(Signature and title.)

*Proof by Subscribing Witness.*

STATE OF IOWA, }  
COUNTY OF } ss.

Be it remembered that on this      day of      A.D. 18      before me (here set forth the title of the court or person before whom the acknowledgment is taken), personally appeared C. D., who being by me first duly sworn, did depose and say that A. B., the grantor in foregoing deed, was personally known to him, and that the said A. B. was dead (or state the reasons for his non-attendance), which is satisfactory proof to me that his attendance could not be procured to make this acknowledgment (or state that having appeared, he refused to acknowledge the instrument); and the said C. D. further deposed and said that he saw A. B., the grantor therein, subscribe and deliver said deed (or that the said A. B., grantor therein, acknowledged to him that he had subscribed, sealed, and executed said deed) for the use and purposes therein mentioned, which is satisfactory proof to me that said instrument was executed by said A. B., whose name is thereunto subscribed as a party.

In witness whereof I have hereunto set my hand and affixed my seal the day and year aforesaid.

[Seal.]

(Signature and title.)

*KANSAS.*

*Within the State* acknowledgments and proof of deeds may be taken before some court having a seal, or some justice, judge, or clerk thereof, a county clerk, register of deeds, notary public, mayor, or clerk of an incorporated town, or justice of the peace.

*Without the State*, but within the U. S., before a court of record or the clerk or officer holding the seal thereof, Kansas commissioner of deeds, justice of the peace, or notary public.

If before a justice of the peace, his official character must be certified to by the clerk of some court of record.

The wife need not be examined privately.

If acknowledged, no witnesses are necessary, otherwise there should be one to prove the deed.

*Certificate of Acknowledgment by Husband and Wife.*

STATE OF KANSAS, } ss.  
COUNTY OF

Be it remembered that on this      day of      A.D. 18      before me (here give name and title at length), duly commissioned in and for the county and State aforesaid, came A. B. and C. B. his wife, who are personally known to me to be the same persons who executed the foregoing instrument of writing as grantors, and they duly acknowledged the execution of the same.

In witness whereof I have hereunto set my hand and affixed my seal the day and year last above written.

[Seal.]

(Signature and title.)

*KENTUCKY.*

*Within the State* acknowledgments and proof of deeds may be taken before the clerk of the county court, or may be proved by two witnesses. If the acknowledgment is made by a married woman, the clerk must explain to her the contents and effect of the deed separately and apart from her husband, and if she freely acknowledges the same and is willing to have it recorded, he shall certify the deed, stating the acknowledgment and when it was taken.

*Without the State*, but within the U. S., before a judge and certified under the seal of his court, or before a clerk or deputy clerk of a court, secretary of state, mayor of a city, notary public, commissioner of deeds for Kentucky.

The acknowledgment of a married woman taken out of the State should be taken before the officers just named, but should be explained to her the same as if taken within the State.

There should be two witnesses to prove the deed.

*Certificate of Acknowledgment by Husband and Wife.*

[Same form as that used in Kansas.]

*Proof by Subscribing Witness.*

STATE OF KENTUCKY, } ss.  
COUNTY OF

I (here give his title), do certify that this day came before me C. D. and L. C., the subscribing witnesses to the foregoing deed (or other instrument) by D. H. to L. M., which witnesses are personally known to

me to be the same whose names are so written as witnesses, and being solemnly sworn by me in due manner, did severally declare on their oaths that the said D. H. did acknowledge this instrument to be his act and deed, that the signature thereto was made by him, that they know him to be the same person who is named as the grantor therein, and that they did subscribe said deed as witnesses by his request.

Given under my hand and seal of office this      day of      18 .  
 [Seal.]      (Signature and title.)

### LOUISIANA.

*Within the State* acknowledgments and proof of deeds may be taken before a parish recorder or his deputy, or a notary public in the presence of two witnesses, or the deed may be drawn up and signed as a private act, and then acknowledged as above, or witnesses may go before the recorder and swear that they saw the party sign.

*Without the State*, but within the U. S., before a commissioner of Louisiana under his seal. The commissioner can only take the acknowledgment when the party resides in the same State or Territory where the commissioner resides.

If the grantor is unknown, the officer should in some way be satisfied of his identity.

A married woman must be examined apart from her husband, and the nature and effect of the deed must be explained to her, and it must be ascertained whether she acts freely. It must appear upon the document that this has been done.

### *Certificate of Acknowledgment by the Husband, and of Renunciation by Wife.*

STATE OF LOUISIANA, } ss.  
 COUNTY OF

Be it remembered, that on this day came before me (here insert name and title of officer), within and for the State and county aforesaid, duly commissioned and acting as such, A. B. and C. B., his wife, to me known personally, and signed the foregoing instrument in my presence and that of the two witnesses whose names are thereunto subscribed as such, and the said A. B. acknowledged that he had executed the foregoing instrument for the consideration and purposes therein mentioned and set forth. And I examined the said C. B. separate and apart from and out of the presence of her husband, touching her freedom of action in the premises; fully explained to her the nature of said act, and the effect it would have upon her rights; and I informed her before receiving her signature thereto, that she had upon the property of her husband, by the laws of Louisiana, a legal mortgage on the immovables, and a privilege upon the movables of her husband, to wit: 1st. For the restitution of her dowry, as well as for the replacing of her dotal effects which she



brought at the time of her marriage, and which were alienated by her husband, and this from the time of the celebration of the marriage; 2d. For the restitution or the replacing of the paraphernal effects which she acquired during the marriage, either by succession or donation, from the day when the succession devolved to her, or such donation began to have its effect. And that by signing said act she would forever lose her rights upon the property therein (mortgaged or sold). But the said C. B. continued to declare that her action herein was free and voluntary; that she fully understood the nature of her rights, and the effect of her renunciation, but that she nevertheless persisted in her intention to renounce said rights upon said property.

Witness my hand and seal of office this      day of      A. D. 18 .

Witnesses:

(Signature and title.)

E. F.

E. D.

## MAINE.

*Within the State* acknowledgments and proof of deeds may be taken before a justice of the peace or notary public.

*Without the State*, but within the U. S., before a magistrate, a notary public or justice of the peace, and the acknowledgments certified, and also before a Maine commissioner. No certificate of the officer's authority to take acknowledgments is required by statute, but is usual.

Certificates must be endorsed on or annexed to the deeds.

There must be one witness to prove a deed, but is not required when the deed is acknowledged.

No private examination of wife is required.

### *General Form of Acknowledgment.*

STATE OF MAINE, } ss.  
COUNTY OF

July 1, 18 . Personally appeared the above named (grantor's name here) and acknowledged the foregoing instrument to be      free act and deed. Before me,      (Signature and title.)

### *Acknowledgment of Husband and Wife.*

STATE OF MAINE, } ss.  
COUNTY OF

On this      day of      18 , personally appeared before me (name and title of officer) A. B. and C. B. his wife, the persons described in and who executed the foregoing instrument, and acknowledged that they did sign and seal the same as their free act and deed.

[Seal.]

(Signature and title.)

*MARYLAND.*

*Within the State* acknowledgments and proof of deeds may be taken before a judge of the orphans' court for any county, a judge of the circuit court of any county, of the superior, common pleas, and circuit court of Baltimore City, and before a justice of the peace. If the land is out of the county of the justice of peace, the official character of the justice must be certified to by the clerk of the circuit or supreme court under his official seal.

*Without the State*, but within the U. S., before a notary public, a judge of any court of the U. S., a judge of any court of any State or Territory having a seal, or a commissioner of Maryland to take acknowledgments. Certificate of officer must be endorsed or annexed to the deed. All certificates of acknowledgment taken out of this State before a judge of a court having a seal, must have that seal affixed.

The certificate must contain the name of the person making the acknowledgment; the official title of the officer, the time when taken, and a statement acknowledging the deed.

Wife need not be examined privately.

There must be one witness.

*Proof of Acknowledgment by Husband and Wife.*

STATE OF MARYLAND, } ss.  
COUNTY OF

I hereby certify that on this      day of      A.D. 18      before me (here insert name and title of official) personally appeared A. B. and C. B., his wife, and did each severally acknowledge the foregoing deed (or other instrument) to be their act. In testimony whereof I have hereunto subscribed my name and affixed my official seal the day and year above written.

[Seal.]

(Signature and title.)

*General Form.*

STATE OF MARYLAND, } ss.  
COUNTY OF

I hereby certify that on this      day of      18      before me personally appeared A. B., and acknowledged the foregoing deed to be his act.

(Signature and title.)

*MASSACHUSETTS.*

*Within the State* acknowledgments and proof of deeds may be taken before any notary public or justice of the peace.

*Without the State*, but within the U. S., before any justice of the peace, notary public, magistrate, or Massachusetts commissioner.



Acknowledgments taken out of the State by a justice of the peace must have a certificate of his appointment and authority made by the secretary of state or a clerk of a court of record, attached.

It is advisable to have one witness.

The wife need not be examined privately.

### *General Form of Acknowledgment.*

COMMONWEALTH OF MASSACHUSETTS. }  
SUFFOLK, ss. }

[Date.]

Then personally appeared the above named (A. B. and C. D.) and (severally) acknowledged the foregoing instrument to be his (their) free act and deed, before me,

(Signature and title.)

### *Acknowledgment of Husband and Wife.*

COMMONWEALTH OF MASSACHUSETTS, } ss.  
COUNTY OF }

Then personally appeared the aboved named A. B. and C. B., his wife, and acknowledged the foregoing instrument to be their free act and deed, before me this      day of      18      .

(Signature and title.)

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## *MICHIGAN.*

*Within the State* acknowledgments and proof of deeds may be taken before any judge or commissioner of a court of record, any notary public, or justice of the peace. The officer must endorse on the deed a certificate of the acknowledgment and the time and date of making it under his hand.

*Without the State*, but within the U. S., before any judge of a court of record, notary public, justice of the peace, master in chancery, or other officer authorized by the laws thereof to take acknowledgments, or before a Michigan commissioner.

There should be two witnesses to prove the deed.

Unless the acknowledgment is taken before a commissioner of Michigan, there must be attached a certificate of the clerk or other proper officer of a court of record for the county or district within which the acknowledgment was taken under his official seal, that the person subscribing the certificate was at the date of it the officer represented, that he believes the signature is genuine and the deed to be executed according to the laws of the State or Territory.

*Certificate of Acknowledgment by Husband and Wife.*

STATE OF MICHIGAN, } ss.  
 COUNTY OF

On this day of A.D. 18 before me (name and title in full of officer), personally came A. B. and C. B. his wife, known to me to be the persons who executed the foregoing instrument, and acknowledged the same to be their free act and deed.

(Signature and title.)

*General Form of Acknowledgment.*

[See Form for Georgia.]

*MINNESOTA.*

*Within the State* acknowledgments and proof of deeds may be taken before the judge, clerk, or commissioner of the supreme, district, or probate court, before a notary public, justice of the peace, clerk of the circuit and district court of the U. S. for the district of Minnesota, county auditor, register of deeds, recorder of a village, town clerk or city clerk. The officer must affix his seal, if he has one, to his certificate of acknowledgment.

*Without the State*, but within the U. S., before judges of the U. S. district court, justices of the U. S. supreme court, judges or clerks of the supreme, superior, circuit, or of any court of record, before a notary public, justice of the peace, or a commissioner of Minnesota.

No acknowledgment is valid unless taken within the place or territory for which the officer was appointed or over which the court to which he belongs has jurisdiction.

The certificate of acknowledgment must be endorsed on or annexed to the deed and must be signed and sealed with the official seal.

If the acknowledgment be taken out of the State and before an officer having no seal, there must be endorsed or attached to the deed the certificate of a clerk or certifying officer of a court of record of the place where taken, that the person whose name is subscribed was at the date of the acknowledgment the officer represented, and that he knows the handwriting and believes it to be genuine. This certificate should be under the official seal.

The wife need not be privately examined.

There should be two witnesses to prove the deed.

*General Form of Acknowledgment.*

[See Form for Georgia.]

*Certificate of Acknowledgment by Husband and Wife.*

STATE OF MINNESOTA, }  
COUNTY OF } ss.

Be it known, that on this      day of      A.D. 18      before me personally appeared A. B. and C. B. his wife, to me known to be the individual persons described in and who executed the foregoing instrument, and they acknowledged that they executed the same freely and voluntarily for the uses and purposes therein expressed.

Witness my hand and official seal the day and year before written.  
(Signature and title.)

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*MISSISSIPPI.*

*Within the State* acknowledgments and proof of deeds may be taken before any judge of a supreme or circuit court, any chancellor, any clerk of a court of record who shall certify the same under the official seal of his office, any justice of the peace or member of the board of county supervisors, whether the land be within his county or not.

*Without the State*, but within the U. S., before any judge of the supreme or district courts of the U. S., before any judge of the supreme or superior court of any State or Territory, or any justice of the peace whose official character shall be certified to under the seal of some court of record in his county, or before a notary public, or any clerk of a court of record having a seal of office.

There should be two witnesses, unless the deed is acknowledged.  
The certificate should be endorsed on the deed.

*General Form, and also Form for Husband and Wife.*

STATE OF MISSISSIPPI, }  
COUNTY OF } ss.

Personally appeared before me (here insert the name and title of the officer) the within named A. B. [and C. D. his wife], who acknowledged that he [they] signed, sealed, and delivered the foregoing deed (or other instrument, as the case may be) on the day and year therein mentioned, as his [their] act and deed. [And the said C. D. on examination, private and apart from her said husband, acknowledged that she signed, sealed, and delivered the same as her voluntary act and deed, freely, without any fear, threats, or compulsion of her husband.]

Given under my hand (and official seal), this the      day of      18      .  
(Name and title.)

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*MISSOURI.*

*Within the State* acknowledgments and proof of deeds may be taken before a court having a seal, or a judge, justice, or clerk thereof, or a notary public, or a justice of peace for the county where the land lies.

*Without the State*, but within the U. S., before any U. S. court, or the court of any State or Territory having a seal, or before the clerk of such court, or a notary public, or a commissioner of Missouri.

The certificate to the acknowledgment taken before a notary public should state when his commission expires.

The certificate should be endorsed on the deed, and sealed with the official seal of the officer.

Two witnesses are necessary to prove a deed.

The person making the acknowledgment must be known to the officer, or his identity must be proved by two credible witnesses, and this fact must be stated in the certificate, and the names and residences of the witnesses should be given.

No separate examination of the wife is required.

### *General Form of Acknowledgment.*

STATE OF MISSOURI, }  
COUNTY OF } ss.

On this day of 18 , personally appeared before me, A. B., to me known to be the person described in, and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed.

In witness whereof, I have hereunto set my hand and affixed my official seal the day and year aforesaid.

[Seal.]

(Signature and title.)

The above form will answer for the acknowledgment of husband and wife, except that she must be described as his wife.

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### *MONTANA.*

*Within the Territory* acknowledgments and proof of deeds may be taken before any judge or clerk of a court having a seal, the secretary of the Territory, a notary public, a justice of the peace, an *ex officio* recorder of a county or a county clerk.

*Without the Territory*, but within the U. S., before a judge or clerk of any U. S., or State or Territorial court having a seal, a justice of the peace, a notary public, or a Montana commissioner of deeds.

The official character of the justice of the peace must be certified to under the seal of the court within the county where said justice is acting.

The deed should be explained to the wife by the officer taking the acknowledgment, and she should be privately examined, and the certificate must state that this has been done.

### *General Form of Acknowledgment.*

STATE OR TERRITORY OF MONTANA, }  
COUNTY OF } ss.

On this day of 18 , personally appeared before me (name and title of officer), in and for said county, A. B., personally known to me



(or satisfactorily proved to me by the oath of E. F., a competent and credible witness for that purpose by me duly sworn) to be the person described in and who executed the foregoing instrument, and who acknowledged to me that he executed the same freely and voluntarily and for the uses and purposes therein mentioned. Witness my hand and seal.

[Seal.]

(Signature and title.)

### *Of a Married Woman.*

STATE OR TERRITORY OF MONTANA, } ss.  
COUNTY OF

On this day of 18 , personally appeared before me (name and title of officer), in and for said county, A. B., wife of C. D., personally known to me (or satisfactorily proved to me by the oath of, etc.) to be the person whose name is subscribed to the foregoing instrument, and who, after being by me first made acquainted with the contents of said instrument, acknowledged to me on examination, separate, apart from, and without the hearing of her said husband, that she executed the same freely and voluntarily, without fear or compulsion, or undue influence of her said husband, and that she does not wish to retract the execution of the same. Witness my hand and seal.

[Seal.]

(Signature and title.)

## NEBRASKA.

*Within the State* acknowledgments and proof of deeds may be taken before a judge or clerk of a court having a seal, a notary public, or a justice of the peace.

*Without the State*, but within the U. S., before any officer authorized by the laws of the State or Territory where the acknowledgment is made to take acknowledgment of deed, or a Nebraska commissioner. The certificate of the officer must be endorsed on the deed and must state that the grantor acted voluntarily and was known to the officer or he had proof of his identity.

If the acknowledgment be taken out of this State and the officer has no seal, his certificate must be accompanied by the certificate of a clerk of a court of record or a certifying officer, that the officer was authorized at the date given to take acknowledgments and that his signature is genuine.

The certificate of a commissioner must be accompanied by the certificate of the secretary of Nebraska, stating that the officer is authorized to act, his seal has been compared, and that he is acquainted with the handwriting, and that he believes that both the seal and signature are genuine.

There should be one witness to prove a deed. Certificate of officer should be endorsed on deed.

*Certificate of Acknowledgment of Husband and Wife.*

STATE OF NEBRASKA, } ss.  
COUNTY OF

On this day of A.D. 18 before me (here insert name and title of officer), duly appointed, commissioned (or duly elected), and qualified for and residing in said county, personally appeared A. B. and C. B. his wife, to me personally known (or by the oaths of one or more witnesses, whose names are hereto subscribed, satisfactorily proved) to be the identical persons described in, and whose names are affixed to the foregoing conveyance as grantors, and they severally acknowledged the same to be their voluntary act and deed.

In testimony whereof, I have hereunto set my hand and official seal at in said county, the day and year last above written.

[Seal.]

(Signature and title.)

*Proof by Subscribing Witness.*

STATE OF NEBRASKA, } ss.  
COUNTY OF

On this day of A.D. 18 it satisfactorily appearing to me that the attendance of the said A. B., the grantor in the foregoing conveyance, can not be procured in order to make acknowledgment thereof (or that the said A. B., the grantor, etc., is dead, or, having executed and delivered the foregoing conveyance, refuses to make acknowledgment thereof), before me (here insert name and title of officer), duly appointed, commissioned, and qualified for and residing in said county, personally appeared H. D., to me personally known (or by the oath of (one or more) witness, whose name is hereto subscribed, to me satisfactorily proved) to be the identical person whose name is subscribed to the foregoing conveyance as attesting witness, who being first duly sworn on his oath, says that his place of residence is at in the county of and State of that he set his name to the foregoing conveyance as a witness; that he knew A. B., the grantor in said conveyance, and that he knew A. B. to be the identical person described therein, and who executed the same, and saw him sign (or heard him acknowledge that he had signed) the same.

In testimony whereof, I have hereunto set my hand and seal at in said county, the day and year last above written.

[Seal.]

(Signature and title.)

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*NEVADA.*

*Within the State* acknowledgments and proof of deeds may be taken before any judge or clerk of a court having a seal, or before a notary public, or a justice of the peace in the proper county.



*Without the State*, but within the U. S., before some judge or clerk of any U. S. court, or court of a State or Territory having a seal, or before a notary public, or justice of the peace, or commissioner of Nevada.

The certificate of the justice of the peace must be accompanied by the certificate of the clerk of a court of record of the county having a seal, showing the official character of the officer and the genuineness of his signature.

No witnesses are required, except where one of the contracting parties can not write; in such case, one witness is sufficient.

The officer taking the acknowledgment must always use his official seal if he has one.

### *Certificate of Acknowledgment by Husband and Wife.*

STATE OF NEVADA, } ss.  
COUNTY OF }

On this day of A.D. 18 personally appeared before me (here insert name and title in full of officer), in and for said county, John Doe and Sarah Doe his wife, whose names are subscribed to the annexed instrument as parties thereto, personally known to me to be the individuals described in and who executed the said annexed instrument as parties thereto, who each acknowledged to me that they, each of them respectively, executed the same freely and voluntarily, and for the uses and purposes therein mentioned. And the said Sarah, wife of the said John Doe, having been by me first made acquainted with the contents of said instrument, acknowledged to me on examination, apart from and without the hearing of her said husband, that she executed the same freely and voluntarily, without fear or compulsion or undue influence of her said husband, and that she does not wish to retract the execution of the same.

In witness whereof I have hereunto set my hand and affixed my official seal the day and year first above written.

[Seal.]

(Signature and title.)

Or same Forms as used in California.

### *NEW HAMPSHIRE.*

*Within the State* acknowledgments and proof of deeds may be taken before a notary public, justice of the peace, or a commissioner of deeds.

*Without the State*, but within the U. S., before the same officers as above named.

The official title of a justice of the peace must be authenticated by the clerk of a court of record or the secretary of state.

Two witnesses are required to prove a deed.

The official seal should always be used.

### *General Form of Acknowledgment and Form for Husband and Wife.*

STATE OF NEW HAMPSHIRE, } ss.  
COUNTY OF

On this      day of      A.D. 18      the above named A. B. [and C. B. his wife], appeared personally and acknowledged the above written instrument to be his [or their] voluntary act and deed before me.

(Signature and title.)

### *NEW JERSEY.*

*Within the State* acknowledgment and proof of deeds may be taken before the chancellor or a justice of the supreme court, a master in chancery, a judge of the common pleas court, or a commissioner of deeds.

*Without the State*, but within the U. S., before a judge of the U. S. supreme, circuit, or district court, chancellor of State or Territory where taken, mayor or chief officer of the town under the seal of the city or town, a master in chancery of New Jersey, a New Jersey commissioner of deeds under his seal, a judge of a court of common pleas, a judge of any court of record, or an officer authorized by the laws of the State or Territory to take acknowledgments of deeds.

The certificate of a judge of the common pleas, or of a judge of a court of record, or other officer, must be accompanied by a certificate under the great seal of the State or Territory, or under the seal of the court of the county where it is made, stating that the officer was authorized at the date of the acknowledgment to take the same; that he was the officer named in the certificate, and that his signature is genuine.

The grantor must be known to the officer, or his identity must be proved satisfactorily.

A separate examination of the wife is necessary, and her signature must be acknowledged. One witness is usual.

### *Certificate of Acknowledgment by Husband and Wife.*

STATE OF NEW JERSEY, } ss.  
COUNTY OF

Be it remembered that on this      day of      A.D. 18      before me the subscriber (here insert name and title of officer) personally appeared A. B. and C. B. his wife, who I am satisfied are the grantors named in and who executed the within indenture, and I having first made known to them the contents thereof, they did thereupon severally acknowledge before me that they signed, sealed, and delivered the same as their voluntary act and deed, for the uses and purposes therein expressed.

And the said C. B., wife of the said A. B., being by me privately examined separate and apart from her said husband. did further acknowledge that she signed, sealed, and delivered the same as her voluntary act

and deed, freely, without any fear, threats, or compulsion of or from her said husband.

In witness whereof I have hereunto set my hand and affixed my official seal the day and year aforesaid.

[Seal.]

(Signature and title.)

### *Proof by Subscribing Witness.*

STATE OF NEW JERSEY, } ss.  
COUNTY OF

Be it remembered that on this       day of       A.D. 18       personally appeared before the subscriber (here insert name and title of officer), who being by me duly sworn according to law, on his oath saith, that he saw A. B., the within named grantor, sign, seal, and deliver the within indenture, as his voluntary act and deed, and that he, the said subscriber his name to the same, at the same time, as an attesting witness.

(Signed)       A. B.

Taken, sworn, and subscribed before me this       day of       A.D. 18       .  
In witness whereof I have hereunto set my hand and affixed my official seal the day and year aforesaid.

[Seal.]

(Signature and title.)

## *NEW MEXICO.*

*Within the Territory*, acknowledgment and proof of deeds may be taken before any judge or clerk of a court having a seal, before a justice of the peace of the county in which the land lies, or notary public having a seal.

*Without the Territory*, but within the U. S., before any U. S. court, or the court of any State or Territory having a seal, or the judge or clerk thereof.

The official character of the judge and the genuineness of the signature must be certified to by the clerk of the court under the seal.

The wife must be examined separate and apart from her husband.

The grantor must be known to the officer, or his identity must be established by two credible witnesses.

### *General Form of Acknowledgment.*

[Same as for California.]

### *Certificate of Acknowledgment by Husband and Wife.*

TERRITORY OF NEW MEXICO, } ss.  
COUNTY OF

On this       day of       A.D. 18       before me the undersigned, a [insert title] personally came A. B. and C. B. his wife, to me personally known to be the same persons whose names are signed to and who are parties to the within deed of conveyance, and acknowledged that they signed, sealed, and executed the same freely and voluntarily for the purposes therein

mentioned; and the said C. B. being by me first informed of the contents of said deed of conveyance, confessed on an examination separate and apart from and independent of her said husband, that she signed, sealed, and executed the same freely and voluntarily for the purposes therein mentioned, without any compulsion or the illicit influence of her said husband.

Given under my hand (and official seal, as the case may be) this the day and year last above written.

[Seal.]

\_\_\_\_\_  
(Signature and title.)

## NEW YORK.

*Within the State* acknowledgment and proof of deeds may be taken before county judges, judges of courts of record within their jurisdiction, surrogates, notary public and a justice of the peace within their respective counties, recorders, mayors, and commissioners of deeds within their respective cities.

*Without the State*, but within the U. S., before some judge of the U. S. courts, a judge of the supreme, circuit, or superior court of any State or Territory within the court's jurisdiction, a mayor of a city, or a commissioner of deeds for New York.

It may be taken before any officer who may be authorized by the laws of such State or Territory to take acknowledgments, provided that the officer's certificate is accompanied by that certificate under the name and official seal of the clerk and register, recorder, or prothonotary of the county in which said officer resides, or of the county or district court, or court of common pleas thereof, stating that the officer was authorized to take acknowledgment at the date given, and that his signature is believed to be genuine.

The certificate of the commissioner must be accompanied by the certificate of the Secretary of New York State as to the existence of the officer and the genuineness of his seal.

The certificate must state that the grantor is known to the officer and is the person who executed the instrument, or that the subscribing witness was well known.

The certificate must be endorsed on the deed and must set forth the matters required to be done, known, or proved, and also the names and residences of the witnesses and the substance of evidence given by them.

One witness is necessary to prove a deed.

## *Acknowledgment by Grantor.*

STATE OF NEW YORK, } ss.  
COUNTY OF

On this day of A.D. 18 before me personally came A. B., to me personally known and to me known to be the individual described in and who executed the within (or above, or annexed) conveyance (or instrument), and acknowledged that he executed the same.

(Signature and title.)

Wife acknowledges the same as if she were unmarried.



*Proof by Subscribing Witness, within the State, known to the Officer.*

STATE OF NEW YORK, } ss.  
COUNTY OF

On this      day of      A.D. 18      before me personally came C. D., subscribing witness to the within (or above, or annexed) conveyance (or instrument), with whom I am personally acquainted, who being by me duly sworn, said that he resided in the city of      that he was acquainted with A. B., and knew him to be the person described in and who executed the said conveyance (or instrument); and that he saw him execute (and deliver) the same; and that he acknowledged to him, the said C. D., that he executed (and delivered) the same, and that he, the said C. D., thereupon subscribed his name as a witness thereto.

(Signature and title.)

### NORTH CAROLINA.

*Within the State* acknowledgment and proof of deeds may be taken before any justice or judge of the supreme or superior courts and the clerk thereof, a judge of the county court where the land lies, a judge or clerk of any court of record having a seal, a notary public or justice of the peace.

If taken before a justice of the peace, the clerk of some court of record must certify that it is in due form, and if to be recorded out of the county, the clerk of some court of record must certify that the officer was a justice at the time the acknowledgment was taken.

*Without the State*, but within the U. S., before any commissioner of affidavits for North Carolina.

Every clerk of a court of record in any State is considered a commissioner of affidavits for this State so as to authorize him to take acknowledgments.

The wife should acknowledge her signature, and afterward be privately examined. Certificate of acknowledgment must state that the wife releases her dower right.

*Certificate of Acknowledgment by Husband and Wife.*

STATE OF NORTH CAROLINA, } ss.  
COUNTY OF

I, A. B. (here give name and title of official), do hereby certify that (here give name of grantor, and, if acknowledged by wife, her name, and add "his wife") personally appeared before me this day and acknowledged the due execution of the foregoing (or annexed) deed of conveyance (or other instrument); and (if the wife is a signer) the said (here give wife's name) being by me privately examined, separate and apart from her said husband, touching her voluntary execution of the same, doth state that she signed the same freely and voluntarily without

fear or compulsion of her said husband or any other person, and that she doth still voluntarily assent thereto.

Witness my hand and seal (private or official, as the case may be) this day of A.D. 18 .

[Seal.]

(Signature of official.)

### *Proof by Subscribing Witness.*

STATE OF NORTH CAROLINA, } ss.  
COUNTY OF

Be it remembered, that on this day of A.D. 18 , personally appeared the subscribing witness to the foregoing deed, to me personally known, who on oath duly proves the execution thereof for the purposes therein expressed.

In witness whereof I have hereunto set my hand and affixed my official seal the day and year above mentioned.

[Seal.]

(Signature and title.)

## OHIO.

*Within the State* acknowledgment and proof of deeds may be taken before a judge or clerk of the supreme court or court of common pleas, probate judges, county surveyors, mayor, or chief officer of any incorporated town or city, a notary public or justice of the peace. The certificate must appear on the deed.

*Without the State*, but within the U. S., according to the laws of the State or Territory where taken, or as required by the laws of Ohio.

It may be taken before a commissioner for Ohio.

### *Form of Acknowledgment by Husband and Wife.*

STATE OF OHIO, } ss.  
COUNTY OF

Be it remembered, that on this day of A.D. 18 , before me the subscriber, a (here insert title of officer) in and for said county, personally came A. B. and C. B. his wife, and acknowledged the signing and sealing of the foregoing instrument to be their act and deed for the uses and purposes therein expressed. And the said C. B., wife of the said A. B., being examined by me separate and apart from her said husband, and the contents of said instrument made known and explained to her by me, did declare that she did voluntarily sign, seal, and acknowledge the same, and that she was still satisfied therewith as her act and deed.

In witness whereof I have hereunto set my hand and affixed my official seal on the day and year last above written.

[Seal.]

(Signature and title.)

The above form will answer for a general form by omitting what is said in reference to the wife.



## OREGON.

*Within the State* acknowledgment and proof of deeds may be taken before a probate judge, a judge of the district court, a notary public, or justice of the peace.

The certificate stating date must be endorsed on the deed.

*Without the State*, but within the U. S., according to the laws of the State or Territory where executed, or before an Oregon commissioner or any judge of a court of record, justice of the peace or a notary public.

If the acknowledgment is not taken by a commissioner, the deed must have attached to it the certificate of the clerk or certifying officer of a court of record of the county or district under his seal, stating that the officer taking the acknowledgment was the proper one, that it was done according to the laws of the State, and that the signature is genuine.

Acknowledgment should be endorsed on the deed.

There should be two witnesses to prove a deed.

### *General Form of Acknowledgment.*

(Same form as for California, adding "for the purposes therein mentioned.")

#### *Form of Acknowledgment by Husband and Wife.*

TERRITORY OF OREGON, }  
COUNTY OF                    } ss.

On this      day of      A.D. 18      , personally came before me (here insert name and title), in and for said county, the within named A. B. and C. B. his wife, to me personally known to be the identical persons described in and who executed the within instrument, and acknowledged to me that they executed the same freely, for the uses and purposes therein named. And the said C. B., on examination separate and apart from her said husband, acknowledged to me that she executed the same freely and without fear or compulsion from any one.

Witness my hand and seal this      day of      A.D. 18      .

[Seal.]

(Signature and title.)

## PENNSYLVANIA.

*Within the State* acknowledgment and proof of deeds may be taken before any judge of the supreme court, a judge of the court of common pleas, mayor, recorder, aldermen of Philadelphia, Pittsburg, Allegheny City, and Carbondale, a notary public, recorder of deeds, any justice of the peace.

*Without the State*, but within the U. S., some judge of the supreme, superior, common pleas, or probate court or court of record, signed by the judge and sealed with the seal of his court, a judge of the U. S. supreme or district court, or before a mayor or presiding officer of incorporated town or city where the instrument is so acknowledged, under his seal, or before any officer authorized by the laws of such State or Terri-

tory to take acknowledgments. The authority of the officer taking the acknowledgment must be certified to by clerk, or prothonotary of any court of record under the seal of the court.

It is customary to have two witnesses to prove a deed.

### *Certificate of Acknowledgment by Husband and Wife.*

STATE OF PENNSYLVANIA, } ss.  
COUNTY OF

Be it remembered that on the      day of      A.D. 18 before me (here insert name and title of official), duly commissioned in and for said county, came A. B. and C. B. his wife, and acknowledged the foregoing indenture to be their act and deed, and desired the same to be recorded as such. She, the said C., being of lawful age, and by me examined separate and apart from her said husband, and the contents of said deed being first fully made known to her, did thereupon declare that she did voluntarily and of her own free will and accord, sign and seal, and as her act and deed deliver the same without any coercion or compulsion of her said husband.

Witness my hand and seal, the day and year aforesaid.

[Seal.]

(Signature and title.)

### *Proof by Subscribing Witness.*

STATE OF PENNSYLVANIA, } ss.  
COUNTY OF

Be it remembered that on the      day of      A.D. 18 before me (here insert name and title of official), duly commissioned in and for said county, personally appeared H. K., one of the subscribing witnesses to the execution of the above indenture, who being duly sworn (or affirmed) according to law, doth depose and say that he did see A. B., the grantor above named, sign and seal, and as his act and deed delivered the above indenture (deed or conveyance), for the use and purposes therein mentioned, and that he did also see E. F. subscribe his name thereunto as the other witness of such sealing and delivery, and that the name of this deponent thereunto set and subscribed as a witness is of this deponent's own proper handwriting.

Sworn (or affirmed) to and subscribed before me the day and year aforesaid.

Witness my hand and official seal.

[Seal.] (Signature and title.)

(Signature of witness.)

### *RHODE ISLAND.*

*Within the State* acknowledgment and proof of deeds may be taken before any judge, notary public, justice of the peace, mayor, or commissioner of deeds.

*Without the State*, but within the U. S., before the same officer as within the State.

The wife is examined privately, and the nature of the deed must be explained to her, and she must declare that she acted voluntarily.

There should be two witnesses to prove the deed.

*General Form of Acknowledgment.*

STATE OF RHODE ISLAND, }  
COUNTY OF } ss.

The day of 18 .

Providence, to wit : There personally appeared, the within-named A. B., and acknowledged the within instrument to be his free and voluntary act and deed, hand and seal before

[Seal.]

(Signature and title.)

*Certificate of Acknowledgment by Husband and Wife.*

STATE OF RHODE ISLAND, }  
COUNTY OF } ss.

Be it remembered that on this day of A.D. 18 before me (here insert name and title of officer), personally appeared A. B. and C. B. his wife, and the said A. B. acknowledged the foregoing instrument by him signed to be his free and voluntary act and deed, and the said C. B., being by me examined privily and apart from her said husband, and having said instrument shown and explained to her by me, declared to me that it is her voluntary act, and that she does not wish to retract the same.

In witness whereof, I have set my hand and seal at the day and year above written.

[Seal.]

(Signature and title.)

*SOUTH CAROLINA.*

*Within the State* no acknowledgment seems to be necessary, but the deed must be proved by one of the two subscribing witnesses, who must go before a trial justice, or a notary public, and make affidavit that he saw the grantor sign, seal, and deliver the deed, and that the other witness and he witnessed the execution

The names of both witnesses should be given, and the affidavit should be endorsed on the deed.

*Without the State*, but within the U. S., the deed must be proved as within the State, and before the same officers or a commissioner of deeds for South Carolina.

*Renunciation of Dower.*

STATE OF SOUTH CAROLINA, }  
COUNTY OF } ss.

I, (here insert name and title in full of officer), do hereby certify unto all whom it may concern, that A. B., the wife of the within named C. B., did this day appear before me, and upon being privately and separately examined by me, did declare that she does freely, voluntarily, and without any compulsion, dread, or fear of any person or persons whomsoever, renounce, release, and forever relinquish unto the within named

E. F., his heirs and assigns, all her interest and estate, and also all her right and claim of dower, of, in, or to all and singular the premises within mentioned and released.

Given under my hand and seal this      (Signed by wife.)      A. B.  
    day of      A.D. 18 .  
 [Seal.]      (Signature and title of officer.)

### *Certificate of Proof by Subscribing Witness.*

STATE OF SOUTH CAROLINA, }  
 COUNTY OF                                } ss.

Personally appeared before me, H. B., and made oath that he saw C. B. sign, seal, and deliver the within conveyance, for the uses and purposes therein mentioned, and that he with L. M., in the presence of each other, witnessed the due execution thereof.

Sworn to before me, this      day of      (Signed)      H. B.  
    A.D. 18 .  
 [Seal.]      (Signature and title of officer.)

## *TENNESSEE.*

*Within the State* acknowledgment and proof of deeds may be taken before a clerk or deputy clerk of a county court, or a notary public.

*Without the State*, but within the U. S., before any court of record or the clerk thereof, a notary public, or a commissioner for Tennessee.

The officer must be acquainted with the grantor or have his identity established, and must state that the grantor acknowledged that he executed the instrument for the purposes therein stated.

The deeds are sometimes probated, in which case the two subscribing witnesses must make oath that they are acquainted with the grantor and that he acknowledged the deed in their presence.

The officer must be acquainted with grantor, and must so state as in an acknowledgment.

The certificates should be in all cases under the official seal of the officer.

If taken before a court of record, the certificate of probate should be certified to by the clerk of that court under his official seal; if taken before the clerk of any court of record, he must attach his official seal to the certificate, and the presiding judge of the court must certify as to the official character of the clerk.

### *Certificate of Acknowledgment.*

STATE OF TENNESSEE, }  
 COUNTY OF                                } ss.

Before me (name and title) personally appeared A. B., the within named bargainor (or other name), with whom I am personally ac



quainted, and who acknowledged that he executed the within deed (or other instrument) for the purposes therein contained.

Witness my hand and seal of office this      day of      A.D. 18 .

[Official seal.]

(Signature and title.)

*Certificate of Acknowledgment of Deeds for Wife's Lands, made by Husband and Wife.*

STATE OF TENNESSEE, } ss.  
COUNTY OF

Before me (name and title) personally appeared A. B. and C. B., his wife (here follows a certificate of probate or acknowledgment as to the husband, as shown in the preceding forms ; then goes on), and the said C. B., wife of said A. B., with whom I am personally acquainted, having appeared before me privately and apart from her said husband, acknowledged the execution of said deed to have been done by her freely, voluntarily, and understandingly, without compulsion or constraint of her said husband, and for the purposes therein expressed.

Witness my hand and seal of office this      day of      A.D. 18 .

[Official seal.]

(Signature and title.)

*Proof by Subscribing Witness.*

STATE OF TENNESSEE, } ss.  
COUNTY OF

Before me (name and title) personally appeared J. T. and G. K., subscribing witnesses to the within deed (or other instrument), who being first sworn, deposed and said that they are acquainted with A. B. the bargainor (or as the name may be), and that he acknowledged the same in their presence to be his act and deed on the day it bears date (or stating the time as proved by the witnesses).

Witness my hand and seal of office this      day of      A.D. 18 .

[Official seal.]

(Signature and title.)

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*TEXAS.*

*Within the State* acknowledgment and proof of deeds may be taken before a judge or clerk of a county court, a notary public, or a clerk of a district court.

*Without the State*, but within the U. S., before a judge or clerk of a court of record having a seal, a notary public, or a commissioner of deeds for Texas.

There should be two witnesses to prove the deed.

The wife must be examined privately and be made acquainted with the nature of the deed.



*Certificate of Acknowledgment.*

STATE OF TEXAS, }  
COUNTY OF } ss.

Before me (name and title of the officer) on this day personally appeared      known to me (or proved to me on the oath of      ) to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this      day of      A.D. 18      .  
[Seal.] (Signature and title.)

*Certificate of Acknowledgment by a Married Woman.*

STATE OF TEXAS, }  
COUNTY OF } ss.

Before me (name and title of the officer) on this day personally appeared      wife of      known to me (or proved to me on oath of      ) to be the person whose name is subscribed to the foregoing instrument, and having been examined by me privily and apart from her husband, and having the same fully explained to her, she, the said      acknowledged such instrument to be her act and deed, and declared that she had willingly signed the same for the purposes and consideration therein expressed, and that she did not wish to retract it.

Given under my hand and seal of office this      day of      A.D. 18      .  
[Seal.] (Signature and title.)

*Signature and Certificate of Acknowledgment by Corporation.*

[Seal of Corporation.] (Signature) A. B., Pres.

STATE OF TEXAS, }  
COUNTY OF } ss.

Before me (name and title of the officer) personally came      by its president      known to me (or proved to me on oath of      ) to be the person whose name is subscribed to the foregoing instrument as president of      , etc., and who acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal this      day of      A.D. 18      .  
(Signature and title.)

*Certificate of Proof by Subscribing Witness.*

STATE OF TEXAS, }  
COUNTY OF } ss.

Before me (name and title) on this day personally appeared      known to me (or proved to me on the oath of      ) to be the person whose name is subscribed as a witness to the foregoing instrument of writing, and,

after being duly sworn by me, stated on oath that he saw      the grantor or person who executed the foregoing instrument, subscribe the same (or that the grantor or person who executed such instrument of writing acknowledged in his presence that he had executed the same for the purposes and consideration therein expressed), and that he had signed the same as a witness at the request of the grantor (or person who executed the same).

Given under my hand and seal of office this      day of      A.D. 18      .  
 [Seal.]      (Signature and title.)

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### *UTAH TERRITORY.*

*Within the Territory* acknowledgment and proof of deeds may be taken before a recorder, a judge or clerk of a court having a seal, a notary public, or a justice of the peace within the county where the land is situated.

*Without the Territory*, but within the U. S., before a judge or clerk of any U. S. court, a judge or clerk of a court of record having a seal, a notary public, or a commissioner for Utah.

The grantor must be known to the officer or his identity must be proved satisfactorily.

### *Certificate of Acknowledgment.*

UTAH TERRITORY, } ss.  
 COUNTY OF      }

On this      day of      A.D. 18      before me, A. B. (name and title), in and for said county, personally appeared C. D., personally known to me to be the person described in and who executed the foregoing instrument, who acknowledged to me that he executed the same freely and voluntarily and for the uses and purposes therein mentioned.

In witness whereof I have hereunto set my hand and affixed my official seal the day and year last above written.

(Signature and title.)

### *Proof by Witness.*

UTAH TERRITORY, } ss.  
 COUNTY OF      }

On this      day of      A.D. 18      before me, A. B. (name and title), in and for said county, personally appeared C. D., personally known to me (or satisfactorily proved to me by the oath of H. K., a competent and credible witness for that purpose, by me duly sworn) to be the same person whose name is subscribed to the annexed instrument as a witness thereto, who, being by me duly sworn, deposes and says that he resides in      county of      and (State or) Territory of      , that he was present and saw G. H., personally known to him to be the same person described in, and who executed the annexed instrument as a party thereto, sign,

seal, and deliver the same, and heard him acknowledge that he executed the same freely and voluntarily, and for the uses and purposes therein mentioned, and that he, the deponent, thereupon signed his name as a subscribing witness thereto at the request of the said G. H.

In witness whereof I have hereunto set my hand and affixed my official seal the day and year last above written.

[Seal or scroll.]

(Signature and title.)

## VERMONT.

*Within the State* acknowledgment and proof of deeds may be taken before a master in chancery, a notary public, or a justice of the peace, or a town clerk.

*Without the State*, but within the U. S., before any officer authorized by the laws of such State or Territory to take acknowledgments, or before a commissioner for Vermont, a notary public, or a justice of the peace.

If the acknowledgments taken without this State are certified to according to the laws of the State where taken, they are valid in this State.

There should be two witnesses to prove a deed.

### *Certificate of Acknowledgment by Husband and Wife.*

STATE OF VERMONT, } ss.  
COUNTY OF

At this day of 18 personally appeared and his wife, the signers and sealers of the above written instrument, and acknowledged the same to be their free act and deed.

Before me,  
(Signature and title.)

For acknowledgment of grantor, omit the words "and his wife."

## VIRGINIA.

*Within the State* acknowledgment and proof of deeds may be taken before the county court or clerk thereof.

*Without the State*, but within the U. S., before any court or clerk thereof, a notary public, a justice of the peace, a commissioner for Virginia.

The certificate of the officer must be endorsed on the deed.

Two witnesses of the execution of the deed are required to prove it.

### *Acknowledgment.*

STATE OF VIRGINIA, } ss.  
COUNTY OF

I, (name and title) of the county (or ) aforesaid, in the State (or Territory or District) of do certify that E. F. (or E. F. and G. H., etc.), whose name (or names) is (or are) signed to the writing above (or

hereto annexed) bearing date on the      day of      18      has (or have) **so**  
 knowledged the same before me in my county (or      ) aforesaid.

Given under my hand this      day of      18      .  
 (Signature and title.)

*Certificate of Acknowledgment by a Married Woman.*

STATE OF VIRGINIA, }  
 COUNTY OF      } ss.

I (name and title), do certify that E. F., the wife of G. H., whose names are signed to the writing above (or hereto annexed), bearing date on the      day of      personally appeared before me, in the county (or      ) aforesaid, and being examined by me privily and apart from her husband, and having the writing aforesaid fully explained to her, she, the said E. F., acknowledged the said writing to be her act, and declared that she had willingly executed the same, and does not wish to retract it.

Given under my hand this      day of      18      .  
 (Signature and title.)

*WASHINGTON TERRITORY.*

*Within the Territory* acknowledgment and proof of deeds may be taken before a judge of the supreme or probate court, a clerk or deputy clerk of the supreme or district court, a notary public, county auditor, or a justice of the peace.

*Without the Territory*, but within the U. S., before any person authorized to take acknowledgments by the laws of the State where taken.

If not taken before an officer having an official seal, the certificate must be accompanied by a certificate of a clerk of a court of record within the county where the acknowledgment is taken under the seal of the court, to the effect that the officer was authorized to take the acknowledgment at the time taken, and that he believes the signature to be genuine.

*Certificate of Acknowledgment by Husband and Wife.*

WASHINGTON TERRITORY, }  
 COUNTY OF      } ss.

On this      day of      A.D. 18      before me, the undersigned authority, personally came J. R. and S. R. his wife, who are personally known to me to be the same J. R. and S. R. whose names are subscribed to the within deed of conveyance as parties thereto, and severally acknowledged the execution of the said deed for the uses and purposes therein mentioned. And I *certify* that I did examine the said S. R., wife of the said J. R., separate and apart from her husband, and *that I did* make known to her the contents of the said deed, and she did thereupon acknowledge to me that she did execute the same voluntarily of her own free will, and without any fear of a coercion from her husband.

In witness whereof I have hereunto set my hand and affixed my official seal the day and year above written.

[Seal.]

(Signature and title of officer.)



*WEST VIRGINIA.*

*Within the State* acknowledgment and proof of deeds may be taken before the clerk of any county court or the clerk of any court, recorder, prothonotary, notary public, or justice of the peace.

*Without the State*, but within the U. S., before the same officers as within this State, who must duly authenticate their certificates by annexing their official seal.

Two witnesses are required to prove a deed.

*Certificate of Acknowledgment.*

STATE OF WEST VIRGINIA, } ss.  
COUNTY OF

I (name and title), do certify that whose name (or names) is (or are) signed to the writing above (or hereto annexed), bearing date on the day of has (or have) this day acknowledged the same before me, in my said

Given under my hand and official seal this day of .  
[Seal.] (Signature and title.)

*Certificate by a Married Woman who has united with her Husband.*

STATE OF WEST VIRGINIA, } ss.  
COUNTY OF

I (name and title), do certify that the wife of whose names are signed to the writing above (or hereto annexed), bearing date on the day of personally appeared before me, in the county aforesaid, and being examined by me privily and apart from her husband, and having the said writing fully explained to her, she, the said acknowledged the said writing to be her act, and declared that she had willingly executed the same, and does not wish to retract it.

Given under my hand and official seal this day of .  
[Seal.] (Signature and title.)

*Certificate of Proof of Deeds, etc.*

STATE OF WEST VIRGINIA, } ss.  
COUNTY OF

In the clerk's office of the county court of county, I, clerk of the county court of county, do hereby certify, that the foregoing deed, bearing date on the day of 18 was this day proved before me as to A. B., the grantor (or one of the grantors) therein, by C. D. and E. F., two witnesses thereto, who declared upon oath before me that it was his act and deed, and that they had seen him execute it.

Given under my hand, etc.  
[Seal.] (Signature and title.)



### *WISCONSIN.*

*Within the State* acknowledgment and proof of deeds may be taken before the clerk of the county or the circuit court clerk, a judge or commissioner of court, a notary public, a justice of the peace. The certificate must state the true date of the acknowledgment.

*Without the State*, but within the U. S., before any officer duly authorized by the laws of his State to take acknowledgments, before any judge of a court of record, master in chancery, notary public, justice of the peace, or a commissioner for Wisconsin.

Unless the acknowledgment be taken before a commissioner or a notary public with his seal attached, or a clerk of a court of record with his seal attached, the certificate must be attested by a certifying officer of a court of record as to the authority of the officer, the genuineness of his signature, and the conformity of the acknowledgment to the laws of the State or Territory where taken.

The wife need not be privately examined.

There should be two witnesses to prove a deed.

### *Acknowledgment of Grantor.*

(See California, adding the words "and that the same was his free act and deed, for the purposes therein mentioned.")

### *Certificate of Acknowledgment by Husband and Wife.*

STATE OF WISCONSIN, } ss.  
COUNTY OF

Personally came before me this      day of      18      the above (or within) named A. B. and C. B. his wife (or if an officer, adding the name of his office) to me known to be the person who executed the foregoing (or within) instrument, and acknowledged the same.

(Insert designation of officer.)

No further certificate is required.

### *WYOMING TERRITORY.*

*Within the Territory* acknowledgment and proof of deeds may be taken before a judge or commissioner of a court of record, a notary public, or a justice of the peace.

*Without the Territory*, but within the U. S., before a Wyoming commissioner or any officer authorized by the laws of the State or Territory where taken, to take an acknowledgment.

Deeds must be acknowledged ; proof will not answer.

*Certificate of Acknowledgment.*

WYOMING TERRITORY, } ss.  
COUNTY OF

On this      day of      18      before me (name and title of officer), personally appeared A. B., the grantor known to me to be the individual described in and who acknowledged that he executed the foregoing instrument, for the purposes therein mentioned, and that the same was his free act and deed.

[Seal or scroll.]

(Signature and title.)

As dower has been abolished, the wife does not acknowledge with her husband.

In a conveyance of her property, she acts as if unmarried.

*ADMINISTRATORS.*

[See Executors.]

*AFFIDAVITS.*

An affidavit is a statement or declaration reduced to writing and sworn to or affirmed before some officer who has authority to administer an oath.

The affidavit must state the place where taken, and must show that it was taken within the jurisdiction of the officer.

The person making the affidavit, must sign his name at the end of it, and swear to, or affirm it, before any one of the officers named in the various States, for the purpose of taking acknowledgments.

*THE FOLLOWING FORMS ARE ADAPTED FOR USE  
IN THE VARIOUS STATES AND TERRITORIES:*

*Common Form.*

STATE OF      } ss.  
COUNTY OF

A. B. being duly sworn (or affirmed) says (here set forth a statement of the facts).

(Signature of person making the affidavit.)

Subscribed and sworn to (or affirmed) before me this      day of      18      .

(Signature and title of officer.)

*Affidavit of Service of Papers*

[Title of case.]

STATE OF      } ss.  
COUNTY OF

A. B. being duly sworn (or affirmed), deposes and says: that he is above the age of 18 years, and that on the      day of      18      at      he

served the within paper, a copy of which is hereto annexed, on C. D. known to him to be the person described therein, by delivering the same (or a copy thereof) to him personally, and leaving the same with him.

(Signature of person serving paper.)

Subscribed and sworn to (or affirmed) before me this      day of      18 .  
(Signature and title of officer.)

### *Affidavit to a Petition.*

[Title of case.]

STATE OF      }  
COUNTY OF      } ss.

A. B. being duly sworn (or affirmed), desposes and says: that he has read the foregoing petition subscribed by him, and that the same is true of his own knowledge, save as to the matters therein stated to be alleged on information and belief, and as to those matters he believes it to be true.

(Signature of person making the affidavit.)

Subscribed and sworn to (or affirmed) before me this      day of      18 .  
(Signature and title of officer.)

Special forms of affidavits will be found attached to the various forms for which they are intended.

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## *AGENTS.*

An agent is a person who acts for another and by his direction. The person who employs an agent is called the principal. As the agent acts for the principal, the principal acquires the rights and assumes the responsibilities which result from the acts of the agent. The act of the agent is considered the act of the principal, and the law looks on them as identical.

Agents are divided into two classes: general and special. A general agent is one authorized to transact all the business of his principal, or all of his business of a particular kind.

A special agent is one authorized to act on a particular occasion and to do a particular thing. If a general agent exceeds his authority the principal is held liable, provided that the agent acted within the scope of his employment, and the persons transacting business with him did not know that he exceeded it. The scope of employment of an agent is supposed to include all the necessary means and acts for accomplishing the business for which he was appointed agent. If there is a written authority this should be strictly followed by the agent for his own protection.

An agent can not in general, unless so directed by his principal, appoint a sub-agent, unless such is the usage of trade or is understood by

the parties to be the manner in which the particular business is transacted.

An agent's authority may be given by words only, or by a written instrument, or by a written instrument under seal.

The agent should declare his agency in the body of the instrument, whether sealed or unsealed, if he would clear himself from responsibility.

The agent should sign the name of the principal, and add his own as agent or attorney, as A. D. by C. B., agent or attorney.

The authority of an agent to sign a sealed instrument must be in writing under seal.

The principal may at any time put an end to the relation between himself and his agent, by withdrawing the agent's authority, unless the authority be accompanied with an interest, or was given for a valuable consideration.

The death of the principal also puts an end to the agency, unless, as stated before, an interest was coupled with the agency, or a lapse of time may have the same result ; as if the agency was for one year. Although the agent is not liable to third persons when he exceeds this authority, he is still liable to his principal for all damages which may result from his unauthorized acts.

The principal may charge interest on balances in the hands of the agent, unless it can be shown that it was customary for the agent from the nature of the transaction to keep sums of money on hand.

Agents are of various kinds, such as factors, brokers, auctioneers, clerks, attorneys, masters of ships, etc.

A **FACTOR** is a person intrusted with the property of another for the purpose of selling it, and is the same as a commission merchant. He sells goods delivered to him, and as a compensation receives a commission on his sales.

A **BROKER** differs from a factor in that he does not have possession of the property, but only makes bargains in relation to it.

An **AUCTIONEER** is one who is authorized to sell the goods of others at public sale or auction.

A factor can exercise his own judgment as to the time, mode, and circumstances of the sale, provided he acts in good faith.

A factor may sue, be sued, collect money, buy and sell, and give receipts in his own name. Not so a broker, who can act only in the name of his principal.

A factor has a lien on the property in his hands for commissions, advances, and expenses, and may sell enough to satisfy his claims if the principal refuses on demand to pay or secure him.



A broker has no lien, as he is not in possession of the property, nor has he a right to his commissions until the whole service for which the commission was to be given is performed.

### *Power of Attorney.*

A power of attorney is a written instrument by which one person is empowered to act for another. A person acting under a power of attorney is called an attorney in fact. The power of attorney to authorize a person to execute a sealed instrument for his principal, should be under seal, executed, attested, and acknowledged the same as a deed. These powers are general and special, and empower the holders thereof to act the same as general or special agents, and are subject to the same laws of revocation as are the powers of agents.

A party dealing with an attorney in fact should examine his power, to see that he is authorized so to act.

All conditions in a power should be strictly followed out.

By the statutes of New York, if one of the attorneys in fact should die, the survivors can continue to act.

All the attorneys should join in executing their power.

In a conveyance of land the attorney should always use the name of his principal in the body of the instrument, and execute and acknowledge it in the name of his principal, with his own name as attorney. An attorney is not authorized to appoint a substitute, unless he is specially empowered to do so by his power of attorney.

### *1.—A Short Form.*

Know all men that I, John Smith, of the town of        in the county of        State of        do hereby make, constitute, and appoint James Brown, of the town of        county of        State of        my true and lawful attorney for me and in my name to †[here insert what the attorney is authorized to do] and to do and perform all acts or things in the execution of the aforesaid business, as fully and completely as I might do were I present.

In witness whereof, I have hereunto set my hand and seal this        day of        18        .

[Signed by person granting the power.]

Signed, sealed, and delivered in the presence of

[Signatures of witnesses.]

### *2.—Power to Collect Rents.*

[Use Form No. 1, and place the following after †] to ask, demand, de-strain for, collect, and receive all such rents and arrears of rent as are



now due, or may fall due, or owing to me at any time hereafter, from of or such tenants or persons as may be occupying any lands, tenements, or hereditaments as may belong to or be claimed by me, lying in the town of county of State of or which may be due from, or payable by, any person or persons as tenants, occupiers, lessees, or assignees of any term or terms of such lands, or any part of such lands, tenements, or hereditaments, and upon such payment to give a proper receipt and discharge thereof [then continue with what follows the bracket in Form No. 1].

### *3.—Power to Collect Debts.*

[Use Form No. 1, inserting the following at †] to ask, demand, sue for, collect, receive, and give receipts for all moneys, debts, and demands of any kind which now are due, or shall become due, owing and belonging to, or kept from me by [names of persons from whom the debt is due] or any person or persons residing [continue with what follows the bracket in Form No. 1].

### *4.—Power to Sell and Convey Lands.*

[Use Form No. 1, and insert the following at †] to grant, bargain, and sell all or any such part of it, for such sum or price, and on whatever terms that shall seem to him just and proper, and for me and in my name to make, execute, and acknowledge and deliver good and sufficient deeds for the same, either with or without covenants and warranty [continue as in Form No. 1 after the bracket].

### *5.—Power to Receive Dividends.*

[Use Form No. 1, and insert the following at †] to receive dividends which are or shall become payable on all stock standing in my name on the books of [here insert the name of the bank, company, or the treasurer of, etc., as the case may be] and give a receipt for the same [continue as in Form No. 1 after the bracket].

### *6.—Power to Mortgage Land.*

[Use Form No. 1, and insert after † the following] to borrow money upon the security of my land in to an amount not greater than and to sign, seal, and deliver a bond or bonds for the payment of such sums [insert the terms upon which the payment is to be made, if there is to be a limitation], and to sign, seal, and deliver as security a mortgage or mortgages upon my said real estate, with the usual power of sale, and insurance and interest clauses, and such other covenants and provisions as are customary [continue as in Form No. 1 after the bracket].

### *7.—Power to Sell or Transfer Stock.*

[Use Form No. 1, and insert the following after †] to sell, transfer, assign, and set over        shares of stock of Mutual Life Insurance Company, standing on the books of said company in my name [continue as in Form No. 1 after the bracket].

### *8.—Power to Carry on Business.*

[Use Form No. 1 as far as †, then the following] to manage and carry on the business of        to buy and sell goods for cash or on credit, on my account, for such prices as to him shall seem meet [if authorized to manufacture goods it should be so stated here], or to become due in connection with the foregoing business, and to sue, collect, or compromise all claims due me, and to make and execute, sign, seal, and deliver for me, and in my name, all bills, bonds, notes, or instruments in writing which shall be necessary for the proper management of the business [continue as in Form No. 1 after the bracket].

### *9.—Power to Vote.*

[Use Form No. 1, and insert the following at †] to vote at any election of officers of the Long Island Railroad, and on all matters as may properly come before the stockholders for action at a regular [continue as in Form No. 1 after the bracket].

### *10.—Power to Substitute and Revoke.*

[Use Form No. 1, and insert the following at †] giving my said attorney full power to do everything which may be necessary and requisite to be done in the premises as fully as I could do were I present, with full power to substitute and revoke, hereby ratifying and confirming all that my said attorney or his substitute may lawfully do or cause to be done.

In witness whereof, etc. [as in Form No. 1].

### *11.—Revocation of Power of Attorney.*

Know all men that whereas, I, John Smith, in and by my letter of attorney made the        day of        18        , did make, constitute, and appoint James Brown, as may more fully appear.

Know all that I, the said John Smith, have revoked, recalled, annulled, and made void, and do revoke, recall, annul, and make void the said letter of attorney mentioned above, and all powers or authorities therein granted, or intended to be granted, to the said James Brown.

In witness whereof, etc. [as in Form No. 1].

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## *AGREEMENTS.*

[See Contracts.]

## APPRENTICES.

[See Master and Servant.]

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## ARBITRATION AND AWARD.

Arbitration is the submission of the differences which may arise between parties to third persons called arbitrators, who are chosen by the parties. An agent is sometimes given authority to submit his principal's claims to arbitration.

The result of the arbitration is called the Award.

The award should conform to the terms of the submission, otherwise it has no force.

Unless the submission otherwise provides, all questions submitted must be decided, and if this is not done, either party may object.

The award must be so stated that there can be no doubt as to what the arbitrators intended, and it must be such that it can be reasonably carried out, and must be decisive.

It must be in writing and sealed, if the agreement so require.

An agreement to submit to the decision of third parties may be revoked at any time before the award, but the party breaking the agreement renders himself liable to a suit for damages. The damages in such a case would be the expenses incurred by the other party to the agreement.

Arbitrations are of two kinds, voluntary and compulsory.

Voluntary when the parties agree to submit the question, and compulsory when directed by an order or rule of the court or by the statutes of the State.

An agreement to submit a question or matter in dispute is a valid contract, as the promise of each party to the other is a sufficient consideration.

In order to revoke an agreement to arbitrate, a notice must be given, and, until such notice is given, there is no revocation. The death of either of the parties previous to the award is a revocation. The agreement to arbitrate should be in writing, in order that the award may be enforced by law, although it is frequently made orally.

If the parties agree as to the amount of damages in case the agreement is revoked, it is a valid agreement, and payment of the amount agreed to can be enforced by a suit.

By custom, arbitrators are entitled to the same fees as are paid to referees in courts of record—generally about three dollars per day.

If it is intended that the proceeding be under statute, the agreement should so state, in order that judgment may be entered on the award.

The following forms can be readily changed so as to suit any special case which may arise :

### *1.—A General Form of Agreement to Arbitrate.*

Whereas, disputes and differences have for a long time and do still exist between John Smith, of        county of        State of        and James Brown, of        county of        State of        in reference to various matters and subjects.

Now therefore we, the undersigned, John Smith and James Brown, do mutually covenant and agree, to and with each other, to submit all kinds of actions, causes of action, suits, disputes, and claims or demands of any kind now pending, existing, or held by and between us, Harold Post and William Lewis, to George Thorp, who shall arbitrate, award, order, judge, and determine of and concerning all the subject above referred to. And we do hereby mutually covenant and agree, to and with each other, that the award which may be made by said arbitrators shall be truly and faithfully kept and performed by us and by our executors, administrators, and assigns, on condition that the award be in writing under the hands and seals of the aforementioned arbitrators and be ready for delivery to either of us not later than the        day of        18        .

In witness whereof we have hereunto set our hands and seals this day of        18        .

JOHN SMITH [Seal].  
JAMES BROWN [Seal].

Signed and sealed in the presence of

[Names of witnesses.]

### *2.—Dispute as to Wages.*

Whereas, a dispute exists between James Brown and John Smith in reference to wages due to John Smith for services rendered by him to said Brown as [here insert the kind of position held].

Therefore, we, James Brown and John Smith, do covenant and agree, to and with each other, to submit our dispute to [continue with what follows † in Form 1].

### *3.—Dispute as to an Account.*

Whereas, a dispute exists between James Thorp and John Williams in reference to an account between them, a copy of which is annexed hereto, as to whether Thorp ever delivered to Williams all the goods mentioned therein, and, if so, what should be paid therefor.

Therefore, we, the subscribing James Thorp and John Williams, do mutually covenant and agree, to and with each other, to submit our said dispute to [continue as in Form 1 from †].



#### 4.—*Disputes concerning Boundaries and Division Lines.*

Whereas, there exists a dispute between us, John Jones and James Booth, in reference to the boundaries and division lines of certain pieces of land, and the division lines belonging to the said Jones and Booth, and being in the town of      county of      State of      .

Therefore, we, the subscribing John Jones and James Booth, do mutually covenant and agree, to and with each other, to submit our said dispute to [continue as in Form 1 from †].

#### 5.—*Bond of Arbitration.*

Know all men that I, James Booth, of the town of      county of      State of      am held and firmly bound to John Mason, of the town of      county of      State of      in the sum of two hundred dollars lawful money of the United States, to be paid to the said Mason, his executors, administrators, and assigns, for the payment of which, to be well and truly made, I firmly bind myself, my heirs, executors, and administrators.

Sealed with my seal, dated this      day of      18      .

The condition of this obligation is such that if the above bounden James Booth, his heirs, executors, and administrators, shall in all things well and truly abide by the final decision of [names of arbitrators] arbitrators chosen and appointed by and in behalf of said James Booth and also of John Mason, to arbitrate, award, determine, and order of and concerning all and all manner of actions, causes of action, suits, disputes, demands, and claims of any kind soever now pending, existing, or held by or between the said James Booth and John Mason, so that the said award be made in writing under the hands of [names of arbitrators] arbitrators or any two of them, and be ready to be delivered to either or such of the parties as shall desire the same on a day not later than the day of      18      . Then this obligation shall be considered void, otherwise to remain in full force.

JAMES BOOTH [Seal].

Signed and sealed in the presence of

[Names of witnesses.]

[Each party should sign his name to, and deliver a copy of, the above bond to the other.]

#### 6.—*Notice of Hearing.*

Please take notice that the matter of difference between John Smith and James Brown will be brought up for a hearing before the arbitrators at the office of George Booth on the      day of      18      at      o'clock in the      noon.

[Date.]

[Signature.]

[Address.]



### 7.—*Revocation of the Power of Arbitrators.*

Gentlemen : Take notice that I revoke your power as arbitrators under the submission made to you by John Smith and myself in writing on the 6th day of September, 18 .

Yours, etc.

[Signature and seal.]

To  
arbitrators, etc.

### 8.—*Notice to Advise Party of the Revocation.*

Sir : Take notice that I have revoked the powers of [names of arbitrators] arbitrators selected to settle the matters in dispute between us by a written instrument, a copy of which is hereto annexed.

Yours, etc.

[Signature.]

### 9.—*Arbitrators' Award.*

Matters in dispute between John Smith, of town of      county of  
State of      and James Brown, of town of      county of      State of  
having been submitted to [names of arbitrators], as by their submission in writing bearing date the      day of      18      more fully appears. Therefore, know that we, the arbitrators named in said submission, having been first duly sworn according to the law, and having heard the proofs and allegations of the parties, and having examined the matters in dispute by them submitted, do make this award in writing, that is to say, [here insert the decision of the arbitrators].

In witness whereof we have hereto subscribed these presents this  
day of      18 .

[Signatures of arbitrators and seals.]

Signed and sealed in the presence of

[Signature of witness.]

[In some States by statute, judgment is allowed to be entered on the award. When this is desired and is permitted by the statutes of the States, insert at the end of Form 1 and before the clause "Witness our hand and seals" the following], and it is further agreed by and between the parties, that judgment in accordance with the award made shall be rendered upon said award in the county court of the county of      State of      to the end that all matters in dispute between the said parties may be finally determined.

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## ASSIGNMENTS.

[See also Insolvency.]

An assignment is the transferring and making over to another the entire interest which the person making the assignment has in the thing assigned.

The person making the assignment is called the *assignor*, the person to whom it is made the *assignee*.

Every demand connected with the right of real or personal property, such as estates, interests in lands, a term of years, rent to become due, debt for goods sold and delivered evidenced by book account, a judgment, a bond, balance of account, policy of insurance, promissory notes, checks, bills of exchange, etc., may be assigned.

The pay or commission of an army or navy officer can not be assigned, nor can the salaries of judges, nor a right of action for a tort or fraud.

The proper technical words in an assignment are, "assign, transfer, and set over," although any words which show the intent of the parties to make a complete transfer of their interests will answer.

An assignment will not hold good if not made in good faith, and any party in interest may object to it, and if he can show fraud on the part of the assignor it will be overturned.

The assignee of a debt should immediately after the assignment give notice of that fact to the debtor.

If the debtor has no notice of the assignment and pays the assignor, he is released from his indebtedness, but not so if notice has been given him.

The assignee takes the debt subject to all the claims which the debtor may have had against the assignor at the time of the assignment, or before the debtor had notice of said assignment, and has no better title than the assignor had.

Formerly an assignee was not allowed to sue in his own name, but by statutes in some of the States, especially in New York, Maryland, Ohio, Missouri, California, Arkansas, Mississippi, and Louisiana the assignee of a debt may bring suit in his own name in a court of law.

The assignment should be in writing. This is not always necessary, but it is always better in order to be on the safe side.

A consideration for the assignment is only necessary for the purpose of sustaining it against creditors and third parties.

[For Assignments for the benefit of Creditors see Insolvency.]

An assignment of a mortgage should always be acknowledged in order that it may be recorded, and it is advisable to have it sealed.

In order to make a valid assignment of an insurance policy the consent of the insurers should be previously obtained.

The rules governing assignment of an insurance policy, if an assignment is allowed, will be found incorporated in the body of the policy.

In consideration of the sum of \_\_\_\_\_ dollars [or For valued received],  
I hereby assign the within [here give the name of the instrument as-  
signed] unto John Smith.  
[Date.] [Signature.]

In consideration of the sum of ten dollars to me in hand paid, the receipt of which I acknowledge, I hereby transfer, assign, and set over to James Brown, his executors, administrators, and assigns, all my right, title, and interest in and to the within † [here insert the kind of claim assigned], and I hereby appoint James Brown my attorney, to act in my name or otherwise, but at his expense, and to take all legal measures which he may deem necessary for the recovery of the assigned premises.

In witness whereof I have hereunto set my hand and seal this      day  
of      18      .

Signed and sealed in the presence of  
[Witnesses.]

[Signature.] [Seal.]

[Use Form 2 and insert at † the following:] This assignment is made upon the condition that if the promissory note for the sum of twenty dollars, dated the       day of       18       and given to James Brown by John Smith, is paid according to the terms of the said note, then this assignment is to be considered void. [Then follow with what follows the brackets in Form 2.]

For and in consideration of the sum of \_\_\_\_\_ dollars to me in hand paid before the sealing and delivery of this instrument, the receipt of which I hereby acknowledge, I hereby sell, assign, transfer, and set over unto James Brown, his executors, administrators, and assigns, all my right, title, and interest in and to [S] the manuscript of a certain work entitled [name of work], which I have written and of which I am the owner, with all my right, title, interest, and property in said work, and all the advantages, profits, and losses which may accrue from the printing and publishing and selling of said work.

And I do hereby give the said James Brown, his executors, administrators, and assigns, the full power and authority in my name or otherwise, but at his own expense, to copyright said work in the United States.

In witness whereof I have hereunto set my hand and seal this      day  
of      18 .

[Names of witnesses.]

[Signature and seal.]

### 5.—Assignment of a Copyright.

[Use last form above to [§,] then as follows :] The copyright heretofore taken out by me for the work [name of book] written and owned by me, the certificate of which copyright is hereto annexed, together with all my right, title, interest, and property in and to said work, to hold and enjoy the same for the period for which it was copyrighted.

In witness whereof I [or we] have hereunto set my [or our] hand and seal this      day of      18 .

[Signature and seal.]

Signed and sealed in the presence of

[Names of witnesses.]

### 6.—Assignment of Contract for the Sale of Real Property.

[Use Form 2 and insert at † the following :] A contract for the sale of real property, being [here insert description of the property], which said contract was made and executed by M. N., of      to me, and bearing date the      day of      18 to have and to hold the same unto the said Y. Z., his heirs, executors, administrators, and assigns, for his and their use and benefit forever ; subject, nevertheless, to the covenants and conditions therein mentioned.

And I hereby authorize and empower the said Y. Z., upon his performance of the said covenants and conditions, to demand and receive of the said N. E. the deed covenanted to be given in the said contract, in the same manner and for all purposes as I myself might, or could do, were this instrument not executed.

In witness whereof I have hereunto set my hand and seal this      day of      18 .

[Names of witnesses.]

[Signature.]

### 7.—Assignment of a Lease.

[Use Form 2 and insert at † the following :] The within indenture of lease, bearing date the      day of      18 made by M. N., of      to me the said A. B., of a dwelling-house and lot, situate in      with the premises therein mentioned and described, and the buildings thereon, together with the appurtenances ; to have and to hold the same unto the said James Brown, his heirs, executors, administrators, and assigns, from the      day of      next, for the remainder of the term of      mentioned in the said indenture of lease ; subject, however, to the rents, covenants, conditions, and provisions therein mentioned.

And I hereby covenant and agree to and with the said James Brown, that the said assigned premises now are free and clear of and from all



former and other gifts, grants, bargains, sales, leases, judgments, executions, back-rents, taxes, assessments, and encumbrances whatsoever.

In witness whereof I have hereunto set my hand and seal this      day  
of      18      .

[Signature.] [Seal.]

Signed and sealed in the presence of

[Names of witnesses.]

### *8.—Assignment of a Judgment.*

<p>TITLE OF THE CAUSE.</p>
------------------------------------

Judgment and costs, \$50.00.

Judgment-roll filed in the office of the clerk of      on the      day of  
18      .

For and in consideration of      dollars to me in hand paid, I hereby sell, assign, and transfer to A. B. the judgment above mentioned, for his use and benefit, and authorize him to collect and enforce the payment thereof in my name or otherwise, but at his own expense, and covenanting that the sum of      dollars, with interest from the      day of      18      is due thereon.

In witness, etc.,

[Signature.] [Seal.]

### *9.—Assignment of a Mortgage.*

[Use Form 1, or the following:]

For and in consideration of the sum of      dollars to me in hand paid by C. D. of      the receipt of which is hereby acknowledged, I, A. B., of      do hereby grant, bargain, sell, transfer, and set over unto said C. D., his heirs and assigns forever, a certain indenture of mortgage made by Joseph Gay of      on the      day of      18      for the consideration of      by which said indenture said Gay did grant, bargain, sell, and convey unto me, A. B., of      my heirs and assigns, all and singular [describe the mortgaged premises], to have and to hold the same to me, the said A. B., my heirs and assigns forever, subject, nevertheless, to the following conditions [state the conditions of the mortgage].

And I, A. B., do, for myself, my heirs, executors, and administrators, hereby authorize and empower the said C. D. to receive all sums of money now due or to become due on said mortgage, and to take all legal measures to enforce the payment of said sums of money, but at his own expense, as fully as I could do.

And I do, for myself, my heirs, executors, and administrators, covenant with the said C. D., his heirs and assigns, that I have good right to



assign the said mortgage and the said premises therein mentioned ; subject, nevertheless, to the right of redemption as provided by law in such cases.

In witness whereof I have hereunto set my hand and seal this      day of      18      .

[Signature.]

Signed and sealed in presence of  
[Names of witnesses.]

### 10.—Assignment of Letters Patent.

Be it known, that whereas I, A. B., of      , did obtain letters patent of the United States for [insert on what the letters patent were granted] which said letters bear date the      day of      , 18      , I, the said A. B., in consideration of      dollars [to me paid before the sealing and delivery of this instrument, the receipt whereof is hereby acknowledged], do sell, assign, transfer, and set over, unto C. D., of      , his executors, administrators, and assigns, all my right, title, and interest in and to the said invention, as secured to me by the said letters patent, to have and to hold the same to the said C. D., his executors, administrators, and assigns, for his and their own use, to the end of the term for which the said letters patent were granted, as fully and entirely as the same would have been held and enjoyed by me had this assignment not been made.

In witness whereof I have hereunto set my hand and seal, this day of      , 18      .

A. B. [Seal.]

Sealed and delivered in presence of  
[Signatures of witnesses.]

### 11.—Assignment of an Insurance Policy.

[Use Form 1, or the following:]

Be it known, that whereas the      Insurance Company have heretofore, for value received, issued to me their policy of insurance, in writing, dated the      day of      , 18      , whereby they insured [state what was insured] against [here insert against what the insurance was effected] in the sum of      dollars.

Now I, A. B., of      , in consideration of      dollars, to me paid before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, do sell, assign, transfer, and set over, unto Y. Z., of      , the said policy of insurance, and all sum and sums of money, interest, benefit, and advantage whatsoever, now due, or hereafter to arise, or to be had or made, by virtue thereof ; to have and to hold the same unto the said Y. Z., and his executors, administrators, and assigns forever.

In witness, etc.

*Approval, to be Endorsed on the Preceding Assignment.*

The above assignment is approved.

M. N., President [or Secretary]  
of the      Insurance Company.

## 12.—Assignment of Partnership Property by one Partner to Another, to Close the Concern.

Whereas a copartnership has heretofore existed between A. B. and C. D., both of \_\_\_\_\_, under the firm name of B. and D., which said copartnership is hereby dissolved.

Now, therefore, this indenture, made this \_\_\_\_\_ day of \_\_\_\_\_, in the year \_\_\_\_\_, between the said A. B. and the said C. D., witnesseth: That the said A. B. doth hereby sell and assign to the said Y. Z. his share of all the stock in trade, and property, of every description, belonging to the said copartnership, wherever the same may be, together with all debts and things in action, due said firm, from all persons, to have and to hold the same to the said C. D., and his assigns, forever, but nevertheless in trust as follows, viz.: That the said Y. Z. shall sell and dispose of all the property and effects belonging to said copartnership, at such time and in such manner as he may think best; and shall use due diligence in collecting all the debts due said copartnership; and shall, out of the proceeds of said sales, and with the moneys thus collected, pay all the debts now due from said firm, as far as the proceeds of said sales, and the sums of money collected, will go; and after fully satisfying all demands against said copartnership, if there be any surplus, shall pay over a proportionate share thereof to said A. B., or his representatives.

And the said A. B. does hereby constitute the said C. D. his attorney, irrevocable, in his the said Y. Z.'s own name, or in the name of the said firm, to collect all debts due said copartnership; to institute and prosecute suits for the recovery of said debts, or to compromise the same, as he may judge best; to defend all suits against said copartnership, sign all papers as may be necessary; and, generally, to do all such acts and things as may be necessary or proper, for complete settlement of all the business and concerns of the said copartnership.

And the said C. D., for himself, and his heirs, executors, and administrators, hereby covenants with the said A. B., and his executors, administrators, and assigns, that he will sell and dispose of all the partnership property and effects, to the best advantage; that he will use his best endeavors to collect all debts due said copartnership; and that he will faithfully apply the proceeds of sales, and the moneys collected, to the payment of all debts due from said copartnership, as far as the same will go; and after discharging all such debts, will pay over to the said A. B., or his representatives, one moiety of any surplus that may remain; and further, that he will keep an accurate account of all moneys received by him, for goods sold or debts collected, as well as of all moneys paid out, and will render a just account thereof to the said A. B., or his representatives.

And the said A. B., for himself, his heirs, executors, and administrators, covenants with the said C. D., his executors, administrators, and assigns, that if it shall be found that the debts due from said copartnership exceed the amount of moneys received from the sale of said partnership property, and the debts collected, he will pay the said C. D., or his

assigns, a proportionate share of any balance that may then be found due from the said firm.

In witness, etc.

Signed, sealed, and delivered in the presence of

[Names of witnesses.]

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## AUCTIONS.

An auction is a public sale of property to the highest bidder.

The person conducting the sale is called an auctioneer.

In cities and incorporated towns he is required to take out a license but as a general rule, outside of the places referred to, no license is required.

The auctioneer is a special agent, and it is incumbent on the bidders at the sale to ascertain the character and extent of his agency.

An auctioneer can not sell on credit unless he is specially authorized to do so, or it is the usage of trade ; if he does, without the authority or usage, he becomes responsible to the person employing him for the debt.

An auctioneer has an implied authority to sign his principal's name in the memorandum of sale.

Every bid made at the sale is an offer of a bidder, and it immediately becomes a contract when the auctioneer signifies his acceptance by letting the hammer fall.

The bidder is at liberty to withdraw his bid at any time before it is accepted. An auctioneer should disclose the name of his principal in order to free himself from responsibility if sued to compel a completion of the contract.

At sales of real property a true description of the premises should be given ; if there be a material misstatement the sale is void.

If the auctioneer is selling one thing, and the bidder thinks he is bidding on another, and his offer is accepted, he can not be held, as one of the elements of a contract, *agreement of minds*, was wanting.

An owner is allowed to employ a person to bid for him, if he does it merely to prevent a sacrifice of his property.

A deposit is usually made to the auctioneer, but he has in general no authority to receive the entire purchase-money.

After the sale his agency ceases.

*BANKRUPTCY.*

[See Insolvency.]

*BILLS OF EXCHANGE.*

[See Commercial Paper.]

*BILLS OF SALE.*

A bill of sale is a written conveyance of personal property, by which one person transfers all his right and interest in the property to another.

It is advisable to have the conveyance under seal, although it is not always necessary.

If there is a delivery or part payment, no written instrument is needed ; but it is always better to have one as evidence of title to the property.

If the seller continues in possession of the property after the sale, the sale is presumptively void as to subsequent purchasers and mortgagors who were ignorant of the transaction, unless the purchaser can show that there was no fraud in his purchase, and that he had good reasons for allowing the seller to retain possession of it.

*A Common Form.*

I, Joseph Gay, of the town of       county of       State of       party of the first part, in consideration of the sum of       dollars, lawful money of the United States, to me in hand paid by John Crump, of the town of       county of       State of       do grant, bargain, sell, and convey to said John Crump [here name in detail articles or interest sold].

In witness whereof I have hereunto set my hand and seal this       day of       18       .

[Signature.]

Signed, sealed, and delivered in the presence of

[Names of witnesses.]

*Bill of Sale of a Horse, or other Animal, with Warranty.*

Be it known that I, A. B., of       in the county of       and State of       in consideration of the sum of       dollars, to me paid by C. D., of aforesaid, the receipt of which I hereby acknowledge, do bargain, grant, sell, and convey unto C. D., his executors, administrators, and assigns [here insert a description of the horse or other animal], to have and to hold the same unto the said C. D., his executors, administrators, and assigns, forever.



And I do hereby warrant the said horse to be sound in every respect, to be free from vice, to be well broken, and kind and gentle in single and in double harness and under the saddle.

And I do for myself, my heirs, executors, and administrators covenant and agree, to and with the said C. D., to warrant and defend the said described property hereby sold unto the said C. D., his executors, administrators, and assigns; against all and every person and persons whatsoever.

In witness whereof I have hereunto set my hand and seal the      day of      18 .

A. B. [Seal.]

Signed, sealed, and delivered in the presence of

[Signature of witness.]

*Bill of Sale in Consideration of the Assignee's agreeing to Maintain the Assignor for Life.*

This indenture, made on the      day of      18      between A. B., of      in the county of      and C. D., his son, of the same place, witnesseth : That the said A. B., in consideration of the covenants hereinafter contained, to be performed by the said C. D., and of the sum of one dollar, to him in hand paid by the said C. D., the receipt whereof is hereby acknowledged, does bargain, grant, sell, and convey [here set out the property sold], to have and to hold the same unto the said C. D., his executors, administrators, and assigns, forever.

And the said A. B. does, for himself and his heirs, executors, and administrators covenant and agree, to and with the said C. D., to warrant and defend the said described goods hereby sold unto the said C. D., his executors, administrators, and assigns, against all and every person and persons whatsoever.

And in consideration of the premises, the said C. D. does hereby for himself, his executors, and administrators agree with the said A. B. that he will support and maintain and comfortably and sufficiently clothe the said A. B., and in all respects care and provide for him for and during the remainder of his natural life ; and that he, the said C. D., will pay unto the said A. B. the sum of      dollars on the first days of      and      in each and every year during the said life : Provided, however, that the said A. B. shall not refuse to reside in the county of      aforesaid, except such refusal be occasioned by inability to obtain comfortable and sufficient board, lodging, and maintenance in the said county.

In witness whereof the said parties have hereunto set their hands and seals the day and year above written.

A. B. [Seal.]

C. D. [Seal.]

In presence of

[Signature of witness.]

*Agreement of Sale.*

Memorandum of agreement between A. B., of      and C. D., of

The said A. B., for the consideration hereinafter set forth, hereby



agrees to sell and deliver to the said C. D., at [here insert the subject-matter of the sale.] In consideration whereof the said C. D. hereby agrees to pay to the said A. B. [here state the consideration.]

In witness whereof we have hereunto set our hands and seals.

[Signatures.] [Seals.]

Signed and sealed in the presence of

[Names of witnesses.]

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### B O N D S.

A bond is any writing under seal in which a debt or obligation is acknowledged, or in which the maker shows that he intends to bind himself to the payment of a fixed sum of money.

The person making a bond is called the obligor.

The person to whom it is made is called the obligee.

No particular words are required, provided the intention of the parties can be learned from the instrument.

The words "Held and firmly obliged" are usually used.

The obligor has the benefit of the doubt in all cases where the intention of the parties is not clear, as the condition of the bond is considered the agreement and assent of the obligee and made for the benefit of the obligor.

No immaterial alteration of a bond would make it void, but it is advisable to make no alterations after it has been signed and sealed, as it might give rise to a suit.

Many suits arise from the difficulty in deciding whether the sum mentioned in the condition of the bond is to be considered "a penalty" or "liquidated damages." If it is regarded as a penalty, the court will reduce it to the actual amount of damages suffered; but if it is regarded as liquidated damages (damages which have been agreed upon at the time of drawing the bond), the court will not interfere if the sum named is not excessive, but will allow full payment to be enforced.

If the amount is to be a penalty, the words "penalty or forfeit" should be used; but if liquidated damages are intended, it should be stated that the parties have agreed to consider the sum mentioned in the condition as liquidated damages, and all words such as "penalty" and "forfeiture" or any reference to them, should be omitted.

The intention of the parties as to whether it was intended to be considered as a penalty or liquidated damages, even though either term is

used, is to be learned from the surrounding circumstances and the bond itself.

The first part of the bond is considered the obligatory part, and is explained by the condition.

A bond being under seal is not barred by the Statute of Limitations until the lapse of twenty years.

The surety to a bond is under the same obligation to the obligee as is the obligor. If any alteration is made in the instrument without the knowledge or consent of the surety, he will be freed from his liability.

A bond should be entirely finished before execution and delivery.

If a surety does not wish to be bound unless some other person or persons sign, he should state that he executed it on this condition: the bond should make mention of this fact.

A bond will be considered valid when it conforms substantially to what is required by the statutes, and does not vary in any manner to the prejudice of the person for whose benefit it is to be given.

### *1.—Common Form of Bond for Payment of Money.*

Know all men by these presents, that I, A. B., of the town of      , in the county of      , and State of      , am held and firmly bound unto C. D., of the said town, in the sum of      dollars [inserting the penal sum, which is commonly double the amount of the principal sum intended to be secured], lawful money of the United States, to be paid the said C. D., his executors, administrators, or assigns, for which payment well and truly to be made I do bind myself, my heirs, executors, and administrators, firmly by these presents.

Sealed with my seal, and dated the      day of      , 18      .

The condition of this obligation is such, that if the above-bounden A. B., his heirs, executors, and administrators, or any of them, shall well and truly pay, or cause to be paid, unto the above-named C. D., his executors, administrators, or assigns, the just and full sum of      dollars [insert the principal to be secured], with interest thereon at the rate of      per cent. per annum, on the      day of      , which will be in the year one thousand eight hundred and      , without any fraud or other delay, then this obligation is to be void, otherwise to remain in full force and virtue.†

A. B. [Seal.]

Signed, sealed, and delivered in the presence of

[Names of witnesses.]

### *2.—Bond with Interest Clause given with a Mortgage.*

[Use Form 1 as far as †, then as follows:]

And it is hereby expressly agreed, that, should any default be made in

the payment of the said interest, or of any part thereof, on any day whereon the same is made payable, as above expressed, and should the same remain unpaid and in arrear for the space of      days, then and from thenceforth—that is to say, after the lapse of the said      days—the aforesaid principal sum of      dollars, with all arrearage of interest thereon, shall, at the option of the said C. D., or his executors, administrators, or assigns, become and be due and payable immediately thereafter, although the period first above limited for the payment thereof may not then have expired, anything hereinbefore contained to the contrary thereof in anywise notwithstanding.

A. B. [Seal.]

Signed, sealed, and delivered in the presence of  
[Names of witnesses.]

### *3.—Bond with Insurance Clause.*

[Use Form 1 as far as †, then as follows:]

And it is expressly agreed by and between A. B. and C. D., the parties to these presents, that the said A. B. shall and will keep the buildings erected and to be erected upon the lands above conveyed, insured against loss and damage by fire, by insurers, and in an amount approved by the said C. D., and assign the policy and certificates thereof to the said C. D.; and in default thereof, it shall be lawful for the said C. D. to effect such insurance, and the premium and premiums paid for effecting the same shall be a lien on the said mortgaged premises, added to the amount of the said bond or obligation, and secured by these presents, and payable on demand with interest at the rate of      per cent. per annum.

In witness whereof the said A. B. has hereunto set his hand and seal this      day of      , 18      .

[Signature.] [Seal.]

Signed, sealed, and delivered in the presence of  
[Signature of witness.]

### *4.—Form of Bond for Payment of Money.*

Know all men by these presents, that I, A. B., of      , in the county of      , and State of      , am held and firmly bound unto C. D., of      , for the payment of      dollars, on the      day of      , 18      , with interest at      per cent. per annum; for which payment I bind myself, my heirs, executors, and administrators, to the said C. D., his executors, administrators, and assigns.

Witness my hand and seal this      day of      18      .

A. B. [Seal.]

Signed, sealed, and delivered in the presence of  
[Signatures of witnesses.]

### 5.—*Bond to Executors or Administrators.*

Know all men by these presents, that I, A. B., of , in the county of , and State of , am held and firmly bound unto C. D. and E. F., of , in said State, executors of the will of R. S., deceased [or administrators of the goods, chattels, and credits which were of R. S., deceased], late of the city of , and State of , in the sum of dollars, lawful money of the United States, to be paid to the said executors [or administrators] as aforesaid, their survivor or survivors, or their or his successors or assigns; for which payment, well and truly to be made, I do bind myself, my heirs, executors, and administrators, firmly by these presents.

Sealed with my seal. Dated this day of , 18 .

The condition of the above obligation is such, that if the above-bounden A. B., his heirs, executors, and administrators, or any of them shall well and truly pay, or cause to be paid, unto the above-named C. D. and E. F., executors [or administrators] as aforesaid, the survivors, or survivor, or his or their assigns, the just and full sum [stating the sum to be paid], with interest at the rate of per cent. per annum for the same, on the day of , 18 , without fraud or other delay, then this obligation is to be void, otherwise to remain in full force and action.

A. B. [Seal.]

Signed, sealed, and delivered in the presence of

[Signatures of witnesses.]

### 6.—*Bond for Payment of an Annual Sum to a Person for Life.*

Know all men by these presents, that I, A. B., of the town of , in the county of , and State of , am held and firmly bound unto C. D., of the town of , in the county of , and State of , in the sum of dollars, lawful money of the United States, to be paid to the said C. D., his executors, administrators, or assigns; for which payment, well and truly to be made, I do bind myself, my heirs, executors, and administrators, firmly by these presents.

Sealed with my seal. Dated this day of , 18 .†

The condition of this obligation is such, that if the above-bounden A. B., his heirs, executors, and administrators, or any of them, shall well and truly pay, or cause to be paid, unto the said C. D., during his natural life, the clear annual or yearly sum of dollars, on the day of , in every year, the first payment thereof to be made on the day of next ensuing the date above written, then the said obligation is to be void; but if default shall be made in payment of the said annual sum, or any part thereof, at any of the times aforesaid, then the said obligation is to remain in full force.

[Signature and seal.]

Signed and sealed in the presence of

[Names of witnesses.]



### 7.—*Bona for Repayment of Purchase-Money, on a Breach of Warranty.*

[Use last form above to †, then as follows:]

Whereas the said A. B., for the consideration of        dollars to him in hand paid, or secured to be paid, did make, finish, and sell unto the said C. D. [here insert article which was sold], which he has delivered to said C. D., which he has and hereby does, for himself, his heirs, executors, and administrators, warrant to be good in each and every respect, and to remain good and sufficient for [here insert length of time for which warranty is given].

Now, therefore, the condition of this obligation is such, that if the said [here insert name of article] shall so be and remain for the time aforesaid; or in case the same or either of them shall within the time aforesaid prove defective or insufficient, in the opinion of any three competent mechanics or engineers, who shall be disinterested, if in such case the above-bounden A. B., his heirs, executors, and administrators, or any of them, shall well and truly repay, or cause to be repaid, unto the said C. D. and his heirs, executors, or administrators, the said sum of        dollars, with legal interest from the        day of       , 18       , upon the re-delivery to him or them, at        aforesaid, of such [here insert name of article], then this obligation is to be void; otherwise, to remain of full force.

[Signatures and seals.]

Signed, sealed, and delivered in the presence of

[Names of witnesses.]

### 8.—*Bond for the Fidelity of a Clerk, Treasurer, Cashier, Teller, etc.*

Know all men by these presents, that we, A. B., of the town of       , in the county of       , and State of       , and C. D., of, etc., are held and firmly bound unto E. F., of the town of       , in the county of       , and State of       , merchant, in the sum of        dollars, lawful money of the United States, to be paid to the said C. D., his executors, administrators, or assigns, for which payment, well and truly to be made, we do bind ourselves, our heirs, executors, and administrators, jointly and severally, firmly by these presents.

Sealed with our seals. Dated this        day of       , 18       .

Whereas the above-named E. F. has employed H. M. as [here insert the position to be held], in their business of       : Now the condition of this obligation is such, that if the said H. M. shall well and faithfully [or with honesty and in good faith] discharge his duties as such       , and shall also account for all moneys and property, and other things which may come into his possession or under his control therein, then this obligation is to be void; otherwise, to remain in full force.

[Signature and seal.]

Signed and sealed in the presence of

[Names of witnesses.]



*9.—Bond, with Surety, to indemnify Maker of Note for Accommodation from Loss thereby.*

Know all men by these presents, that we, A. B., of the town of     in the county of     and State of     and C. D., of     are held and firmly bound unto E. F., of the town of     in the county of     and State of     in the sum of     dollars, lawful money of the United States, to be paid to the said E. F., his executors, administrators, or assigns; for which payment, well and truly to be made, we do bind ourselves, our heirs, executors, and administrators, jointly and severally, firmly by these presents.

Sealed with our seals. Dated this     day of     18     .†

Whereas the said E. F. has, without consideration to him moving therefor, and solely for the accommodation of the above-bounden A. B., made and advanced to said A. B. his promissory note for     dollars, bearing date the     day of     18     and payable to     [with interest] days after the date thereof :

Now the condition of this obligation is such, that if the said above-bounden A. B. and C. D., their executors or administrators, or any of them, shall well and truly pay the said sum of     dollars, for the payment of which the said note is so given, and the interest thereof, on the day of payment therein mentioned, and in full discharge thereof, and indemnify and save harmless the said E. F., his executors and administrators, from and against any and all suits, actions, damages, costs, charges, and expenses by reason of said note, then this obligation is to be void; otherwise, to remain in full force.

A. B. [Seal.]  
C. D. [Seal.]

Signed and sealed in the presence of

[Names of witnesses.]

*10.—Bond to indemnify Tenant on Paying Rent when Title is in Dispute.*

[Use last form to †, then the following :]

Whereas the above-named A. B. claims from the said E. F. rent of certain premises in     [describe premises], to wit,     dollars, due on the     day of     18     and one H. M. also claims some title to said premises, and to be of right entitled to said rents or some part thereof :

Now the condition of the above obligation is such, that if the above-bounden A. B. and C. D., their heirs, executors, and administrators, or any of them, shall well and truly, at all times, indemnify and save harmless the said E. F., his heirs, executors, and administrators, from and against any and all actions, suits, damages, costs and expenses, for or by reason thereof, then this obligation is to be void; otherwise, to remain in full force.

A. B. [Seal.]  
C. D. [Seal.]

Signed and sealed in the presence of

[Names of witnesses.]

*CATTLE AND DOG LAWS.*

The owner of a vicious or mischievous animal, known to him to be such, is responsible for all damages which it may do when he permits it to run at large. This is true, even though it is kept on his own property; as, for example, if a person is bitten by a dog during daylight when walking along the path to or from the house of the owner or keeper of the dog.

Any person may be justified in killing such an animal when attacked by it in such a manner as to lead him to suppose that he may suffer bodily harm.

The owner is at the same time liable to be indicted for keeping a nuisance.

A notice put up by the owner to beware of the dog does not relieve him from his responsibility, provided that the person injured is lawfully on the path to the house and is unable to read.

It is not even necessary to show that the owner or person keeping the animal was negligent in taking care of it.

Dangerous dogs may be destroyed by the order of justices.

The owners or keepers of a dog are responsible for all damages it may do.

The same general rules set forth in reference to dogs are applicable to all kinds of vicious or ferocious animals.

The owner of cattle is liable for all damages which they may cause on the land of another person, unless he can show that the person suffering the damage was bound to fence and failed to do so.

If cattle are trespassing on the lands of another person and from there get on the railroad track through a defect in the fence and are killed, the railroad is not liable, as its liability only relates to cattle of the owner of the adjoining land; but if the cattle are being driven along the road and stray on the track and are killed, the railroad would be liable.

If one person owns the surface of land and another the minerals underneath, as is frequently the case in mining sections, the owner of the minerals is liable for all damages to cattle which may result from unfenced shafts or openings.

Stray cattle may be shut up by the owner or tenant of lands on which they are trespassing. Notice should be immediately given to the town clerk, whose duty it is to keep a record of such notices. The party giving the notice must pay the clerk a fee for entering the same, and can retain possession of the cattle until all his expenses and reasonable charges for caring for them are paid. After having kept them for a certain

length of time, which is fixed by statute in the various States, the cattle are advertised and sold and the amount of expenses and charges for carrying for them is paid to the party keeping them, and the surplus if any is paid over to the owner if he can be found ; if not, it is to be paid into the county treasury.

The special laws relating to cattle and dogs will be found in the statute books of the various States.

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### COMMON CARRIERS.

A common carrier is a person who undertakes for hire to transport the goods of such as may choose to employ him, from place to place.

Common carriers are divided into two classes—common carriers of goods and common carriers of passengers.

Common carriers of goods are generally held responsible for all losses or damages during transportation arising from any cause *except* the act of God, the public enemy in time of war, or a mob.

There are cases in which a common carrier of goods would be liable where he was prevented from completing the transportation by the act of God, viz., where he unnecessarily delayed sending the goods until the roads became impassable, or the canal or river froze, or the goods were damaged by flood.

Common carriers are railway companies, express companies, truckmen, carmen, porters, stage-coach proprietors, teamsters, wagoners, whether they carry goods from one part of a town or city to another part, or to any part of the country, and also the owners and masters of every kind of craft navigating the waters, provided, however, the owners or masters hold themselves out to the public as carriers of all kinds of freight for all who may wish to employ them.

If the loss or damage results from natural causes, such as evaporation, fermentation, frost, natural decay of perishable articles, leakage, or the usual wear and tear in the course of transportation, the carrier is not responsible, provided that he used reasonable diligence to protect the goods from loss or damage while in his charge.

Proprietors of stage-coaches are not necessarily common carriers of goods unless they usually carry goods of others than their passengers.

A common carrier of goods is bound to carry all goods offered, and if he refuses is liable to an action. He may restrict his business to carrying a special kind of goods, in which case he is not bound to receive other

goods. He is at the same time entitled to his pay, and may refuse to carry the goods unless paid in advance.

The carrier has a lien on the goods while they remain in his possession until his charges are paid. If he allows the goods to go out of his possession his lien is lost.

The responsibility of the common carrier begins as soon as the goods are delivered and received by him or his authorized agent. The delivery is sufficient if at the place where the carrier usually receives goods, or at a place suggested by him or his agent, provided that the delivery is brought to the notice of the carrier or his agent. It must be made at a reasonable hour.

If the goods are delivered, with a request at the same time not to forward them until some future day, the carrier's responsibility as a carrier does not begin until that day arrives. The responsibility of a common carrier ends as soon as he has delivered the goods at their destination, which must be done during business hours, or a sufficient length of time has elapsed for the owner to receive them. The goods must be delivered to the owner, his consignee, or to his agent, unless there is a special agreement as to the time, place, and manner of delivery.

In the case of railroads the delivery is usually sufficient to relieve them from the responsibilities of common carriers of goods, if a reasonable time has elapsed since the parties were notified of the arrival of their goods.

If a carrier agrees to deliver goods at a specified time, he is liable to an action if damages result from his failure to carry out the agreement. As a carrier he is bound to deliver the goods, and the owner is bound to receive them and pay the freight.

The carrier is, as a matter of course, released from his obligation to deliver at the destination, if prevented from so doing by illegal acts of the owner of the goods.

If the goods are destroyed to save life or property the carrier is released from his liability; so also if he is not informed of the peculiar nature of the goods, so as to be able to give them the care required, and loss or damage to them results in consequence.

The distinction between a common carrier and a private carrier is that the former has a lien on the goods he carries for the freight money, while the latter has no such lien. The carrier is not, as a general rule, held liable beyond the limit of his route, unless the usage of the business is such, or his language or conduct is such, as to show that he takes the goods as carrier for the whole route. If he should receive payment for



the whole route this would be evidence going to show that he acted as such carrier.

A railroad is liable for damages and losses to goods which it receives from other railroads and transports on its own.

The contracts of common carriers of goods are usually controlled by the known usages and customs of trade and the business in which they are engaged. If the goods are damaged or the carrier fails to deliver them in time, the owner is still obliged to receive them, but can hold the carrier for all damages or losses which he may have sustained.

For example, if at the time the goods were to be delivered they were selling at a certain profit, but at the time of actual delivery the profit was less, the carrier would be liable for the difference.

If goods are delivered to a railway company and they are prevented from forwarding them on account of a strike among their employés, they are still liable for all losses or damages which may result to the owner of the goods.

A carrier may make a special agreement with the sender by which he can diminish his responsibility, but he can not force such an agreement on the sender, nor from his silence infer that he consents. He can not relieve himself entirely from all responsibility, but is liable for all loss or damages which result from his default or negligence. A carrier can not be compelled to take goods which differ from his usual course of business.

He can place a limit to the value of goods which he will carry at a certain rate, and say that he must be paid a higher rate for goods of a greater value.

If the goods need special care, notice of their nature should be given to the carrier, as he is only bound by a responsibility which he knows and can provide for.

The liability of common carriers of goods and common carriers of passengers varies to a considerable extent. While the former are held strictly responsible for all losses and damages with the exceptions previously mentioned, the latter are not held to that strict responsibility. The principal reason for this difference is, that the former have absolute control over goods, but the latter can not so control passengers.

Carriers of passengers are liable only where the injury arises from their own negligence, however slight this negligence may be, and are bound to the highest degree of care and watchfulness.

The carrier must receive all passengers who offer, unless there is an unexpected press of travel, and all their means of transportation are ex-



hausted, and must provide suitable means of transportation, and at the same time may make and enforce all reasonable regulations in reference to his business. He can refuse to carry disorderly or offensive persons.

If injury results from negligence on the part of the passenger, the carrier is not liable. Common carriers of goods or of passengers are liable for injury to a stranger if it is caused by negligence on the part of themselves or other employés.

A common carrier of passengers is liable to the passenger for loss of baggage up to a reasonable amount, which amount would vary with circumstances. A passenger is justified in offering resistance if an attempt is made to eject him from the train while in motion, and if injured, may hold the railroad liable.

Carriers of passengers are bound to carry for the whole route for which they advertise, and to demand no more than the usual and established fare.

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## CHATTEL MORTGAGES.

[See Mortgages.]

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## COMMERCIAL PAPER.

### *Bills of Exchange or Drafts, Bills of Lading, Checks, and Promissory Notes.*

A Bill of Exchange or a Draft is a written order or request from one person to another, directing the person to whom it is addressed to pay to a third person, his order, or to bearer, a certain sum of money named therein.

The person directing the payment is called the drawer. The person directed to make the payment is called the drawee, and the person in whose favor it is made is called the payee.

Bills of exchange are of two kinds, foreign and domestic.

Foreign when drawn on parties living in different countries or States, and domestic, when the drawer and the drawee are residents of the same State or country.

To render a bill of exchange negotiable, it should state a definite sum of money, which is to be paid absolutely and at a certain fixed time to some person, his order, or to the bearer.

It should be properly dated, both as to time and place of making. The sum for which the bill is drawn should be written in the body of the instrument.

The drawer should sign his name to the bill.

The payee can transfer the bill by writing his name across the back ; he then becomes an endorser.

The bill is endorsed in full or in blank ; in full when mention is made of the name of the endorsee ; in blank when the endorser simply signs his name on the back of the bill. If the endorser does not wish to be held liable for payment in case of default, he should write the words "without recourse" before his name.

If he acts as agent he should sign his name as such.

The bill should be presented for acceptance to the drawer or his authorized agent. The acceptance must be absolute.

The person accepting the bill does so by writing the word "accepted" together with the date of acceptance across the face and signing his name.

The acceptance is usually written with red ink.

If the drawee refuses to accept the bill or makes default in payment after acceptance, notice of this fact should be immediately given by each endorser or holder to his immediate preceding endorser.

If the payee is the holder, he should notify the drawer. This notice is required, in order that each endorser may take measures to secure himself.

The drawee is not liable on the bill until he accepts.

The drawer is liable conditionally, on the refusal of the drawee to accept, or on his default in payment after acceptance.

### *Bills of Lading.*

A bill of lading is a written evidence of a contract for the carriage and delivery of goods by sea or railroad, and is signed by the captain or master of the ship or vessel, or by the authorized agent of the railroad company, and states that certain goods therein specified were delivered to him in good order by the consignor at a place mentioned, which goods he agrees to deliver in good order (the perils of the sea or land excepted) to the consignee at a place therein named.

These bills are usually made out in a set of three—one being kept by the party sending the goods, another is sent to the consignee with the goods, and the third is mailed to him.

A bill of lading is assignable by endorsement and delivery of the bill

and such a transfer, if made in good faith and for a valuable consideration, entitles the assignee to possession of the goods free from all claims of the consignor.

Bills of lading are not negotiable, because there is no promise to pay money.

### *Bank Checks.*

A check is a written request addressed to a bank or a banker by a person having money on deposit with either, directing that a certain sum of money be paid by said bank or banker to a person named therein, or his order, or to the bearer.

A check on a bank should be presented for payment at once or within a reasonable time.

The drawer of the check is not discharged from liability by delay in the presentment, unless he can show that he has suffered injury by the delay, as, for example, by the failure of the bank on which the check was drawn.

If a bank pays a check which has been forged, it must bear the loss.

An acceptance of a check is not a discharge of the debt, unless the parties intended it to be such.

Checks are transferred by endorsement on the back, and this may be in full or in blank, as in cases of bills of exchange.

### *Promissory Notes.*

A promissory note is a written promise to pay a certain sum of money at a future time unconditionally.

The party signing the note is called the maker, and the party in whose favor it is drawn the payee.

If payment is to be made only to the payee, the note is not negotiable; but if made payable to him, his order, or to bearer, it has the necessary qualifications of negotiable paper.

A promissory note, after it has been endorsed by the payee, is similar to a bill of exchange, and is governed by most of the rules which apply to bills. The essential qualities to give validity to a note are that it be paid absolutely and at all events (that is, that its payment is not to depend on any condition), and in money.

A note passes by endorsement, which may be in full or in blank, as in the case of bills of exchange.

If endorsed in blank it can be transferred through any number of hands without further endorsement until presented for payment, when

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the holder of the note writes over the last endorsement an order to pay the note to him or his order. It is always advisable, however, to have the endorsement of each party through whose hands the note has passed.

Notes bear interest only when so stated therein.

After maturity, all notes bear interest.

Three days, called "days of grace," are allowed after the time mentioned in the note for payment.

If the last of these days falls on Sunday, the note must be paid on the previous Saturday.

If a note having no days of grace falls due on Sunday, it need not be paid until the following Monday.

The same rule holds good with reference to legal holidays, in which case the note must be paid on the day previous if it has days of grace, otherwise on the day immediately following.

Notes payable on demand are not entitled to "days of grace."

Notes obtained by fraudulent means are void.

It is usual, and sometimes necessary, especially in Pennsylvania and New Jersey, to use the words, "without defalcation or discount, for value received" in a note.

If an endorser does not wish to be held liable on a note, he should write the words "without recourse" before his name. Written words in a note prevail over written figures at the top or bottom. A material alteration in a note discharges all the parties who have not consented to the alteration.

As between a maker and a payee of an accommodation note, the payee can not enforce payment; but if he has endorsed the note, and it has passed into the hands of an innocent holder for value, the maker is liable.

If no place of payment is mentioned, demand for payment of a note must be made of the maker at his residence or usual place of business by the holder or his authorized agent on the day the note falls due, and if payment is not made, notice must be immediately given to the endorsers in order to hold them liable.

If a note is not paid when it falls due, it is said to be dishonored.

If the parties reside in the same city or town, notice of dishonor must be served personally on them by leaving notice at their homes or places of business; but if the parties reside in different places, notices must be mailed to them not later than the next day after demand and refusal.

Each endorser is allowed a day in which to serve notice on his immediate preceding endorser. No precise form of notice is necessary.

Notices of dishonor and protest are usually sent by notaries public, for

the reason that in most States the protest and certificate of such an officer are regarded as *prima facie* evidence of the facts stated therein.

### *Bill of Exchange.*

\$1.000.

NEW YORK, May 1, 18 .

At sight [or      days after sight, or      days after date, or on the day of      18 ] pay to the order of C. D., one thousand dollars, and charge the same to account of

Yours, etc.,

To Messrs. E. F. & S. H., New Haven.

A. B.

### *A Set of Foreign Bills of Exchange.*

No. 20.—Ex. £400 Stg.

NEW YORK, May 1, 18 .

Ten days after sight of this my first of exchange (second and third unpaid), pay to E. F. or order one thousand pounds sterling, value received, and charge the same to the account of

A. B.

To Messrs. E. BOND & Co., London.

No. 20.—Ex. £400 Stg.

NEW YORK, May 1, 18 .

Ten days after sight of this my second of exchange (first and third unpaid), pay to E. F. or order one thousand pounds sterling, value received, and charge the same to the account of

A. B.

To Messrs. E. BOND & Co., London.

No. 20.—Ex. £400 Stg.

NEW YORK, May 1, 18 .

Ten days after sight of this my third of exchange (first and second unpaid), pay to E. F. or order one thousand pounds sterling, value received, and charge the same to the account of

A. B.

To Messrs. E. BOND & Co., London.

### *Draft.*

\$500.00.

NEW YORK, May 1, 18 .

Three days after sight, pay to the order of A. B. five hundred dollars, value received, which charge to the account of

Yours, etc.,

F. KEYS & Co.

Messrs. H. SMITH & Co., Boston.

*Bill of Lading.*

Shipped, in good order and well-conditioned, by A. B., on board the steamship called the *Bothnia*, commanded by E. F., now lying in the port of Boston and bound for the port of Liverpool [here designate the merchandise], being marked and numbered as in the margin, and are to be delivered in the like order and condition at the port of Liverpool (the dangers of the sea only excepted) unto C. D., or to his assigns, he paying freight for the said with primage and average accustomed.

In witness whereof the master or purser of the said vessel hath affirmed to [three] bills of lading, all of this tenor and date; one of which being accomplished, the others to stand void.

Dated in the day of 18 .

E. F.

*Check.*

NEW YORK, June 1, 18 .

FIRST NATIONAL BANK OF NEW YORK :

Pay to John Smith or order, Three hundred and fifty Dollars.

\$350.00

JAMES BROWN.

*Note not Negotiable.*

\$450.00.

NEW YORK, *January 2, 1884.*

Ninety days after date, for value received, I promise to pay to James Brown four hundred and fifty dollars.

JOHN CURTIS.

The introduction of the words "or order" into the above note would render it negotiable.

*Negotiable Note for New Jersey and Pennsylvania.*

\$1,000.00.

HARRISBURG, *June 4, 1884.*

Sixty days after date, I promise to pay to James Brown, or order, one thousand dollars [insert interest if intended] without defalcation or discount for value received.

JOHN CURTIS.

*Note with Surety.*

\$700.00.

ALBANY, *March 2, 1884.*

Ninety days after date, I promise to pay to A. B., or order, seven hundred dollars, for value received.

C. D.

E. F., Surety.

\$200.00.

*A Negotiable Note.*

Thirty days after date, for value received, I promise to pay to A. B., or order, two hundred dollars.

C. D.

*A Note, or Due Bill, payable on Demand.*

NEWBURGH, N. Y., June 2, 1882.

\$50.00.

On demand, I promise to pay A. B., or order, fifty dollars, for value received.

*Note Bearing Interest.*

C. D.

\$75.00.

CHICAGO, March 9, 1884.

Three months after date, I promise to pay A. B., or order, seventy-five dollars, with interest, for value received.

C. D.

*Married Woman's Note.*

In order to hold a married woman liable on her note, the following words must be written in the body of the note: "I hereby charge my separate estate for the payment of this note. Value received."

C. B.

*Indorsement of Married Woman to a Promissory Note.*

The following indorsement must be required of a married woman to hold her liable: "By this indorsement I bind my separate estate for the payment of the within note."

C. B.

*A Note Payable by Instalments.*

\$2,000.00.

PA., April 8, 1860.

For value received, I promise to pay A. B., or order, two thousand dollars, in the manner following, viz.: One thousand dollars in one year, one thousand dollars in two years, with interest on all the said sums, payable semi-annually, without defalcation or discount.

E. F.

*Note for two or more Persons.*

\$1,500.00.

HARTFORD, May 2, 1883.

We, or either of us, promise to pay to the order of A. B., one thousand five hundred dollars, for value received.

E. F.

G. H.

*Joint Note.*

\$1,250.00.

MOBILE, May 18, 18—.

Six months after date we jointly, but not severally, promise to pay to A. B., or order, twelve hundred and fifty dollars, for value received.

E. J.

G. H.

*Note Payable by Instalments.*

\$800.00.

BALTIMORE, June 8, 1884.

For value received, I promise to pay to A. B., or order, eight hundred dollars, in manner following, to wit: four hundred dollars in six months

from date, two hundred dollars in eight months, and two hundred dollars in ten months; with interest on the several sums, as they become due.

C. D.

*Indorsement to Order.*

Pay to the order of G. H.  
A. B.

*Indorsement to Agents, for Collection.*

Pay to the order of the cashier of the First National Bank of New York, for collection.

A. B.

*Indorsement Without Recourse.*

Pay to the order of G. H.,  
without recourse,  
A. B.

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## CONSIDERATION.

A contract or promise, for which there is no consideration, can not be enforced at law.

Considerations are good or valuable. A good consideration, is one of natural affection, love, or of blood. A valuable consideration is such as marriage, money, or something which can be converted into money.

A valuable consideration is the only one which is valid against a third party.

Mutual promises, to submit a matter in dispute to arbitration, are a valid consideration.

A promise not to take legal proceedings upon a valid claim is a valid consideration for a promise.

Trust and confidence are sufficient consideration. As for example, if A intrusts B with money or property to be delivered safely and in good order to C, the trust is a sufficient consideration for the promise of B to so deliver, and B would be liable for loss or damage which occurred through his negligence, even though his promise were gratuitous.

A promise for a promise is a good consideration. For example, A promises to teach B a certain trade. This is a consideration for a prom-



ise on B's part to remain with A a certain length of time to learn the trade and serve him during that time.

As a general rule, the contract is void if any part of the consideration is illegal. If the consideration proves to be worthless, the contract is not binding.

Work and services rendered at the request of the promisor, are a sufficient consideration for a promise.

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### *CONTRACTS—(Agreements.)*

A contract is an agreement between two or more parties to do or not to do some particular thing.

Contracts are made orally, in writing, or in writing under seal. There must be parties to a contract, a consideration, assent of the parties, and subject matter.

If any one of these essentials is wanting there is no contract. The thing to be done must be one not forbidden by law. If the assent of either party is obtained through fraud, fear, or compulsion, the contract is voidable, for the reason that the assent must be voluntary. There is always an implied consideration in a written contract under seal. There must be a meeting of the minds to make a valid contract. That is to say, the parties must understand the same thing in the same sense. The intention of the parties should be expressed clearly, and care should be taken to avoid the use of any doubtful word or words. The contract is governed by the law of the place where made, or the law of the place where it is to be performed. The parties to a contract must be capable of contracting.

Suits are constantly arising from the difficulty of learning the intention of the parties to the contract, because of the use of words whose meaning is doubtful or indefinite.

As a general rule, a contract can not be enforced against married women, a person under twenty-one years of age, an imbecile, an insane person, or against a person who was grossly intoxicated at the time the contract was made. It is advisable to have all contracts reduced to writing and signed. Each party should keep a copy of the contract.

The following agreements are void, unless there is some note or memorandum thereof in writing expressing the consideration, and signed by the person to be charged therewith, or his authorized agent :

Every special promise to answer for the debt, default, or miscarriage of another person.

Any agreement made upon the consideration of marriage, unless it is a mutual agreement to marry.

Any agreement which by its terms is not to be performed within a year from the time it was made.

Every contract for the sale of goods, wares, or merchandise for the price of fifty dollars or upward is void, unless the buyer shall accept and actually receive part of the goods sold, or pay some part of the purchase-money, or there be some memorandum of the contract in writing signed by the party to be charged by such contract, or his authorized agent.

All contracts in reference to land, except leases for a period not longer than one year, must be in writing. If the party to be charged can not write, his mark will be sufficient to bind him to the contract. Where the parties have reduced their intentions to writing, the written instrument is considered the best evidence of what was intended.

In case of important contracts it is usual to affix seals to the instrument, and have the execution acknowledged.

### *General Form of Contract, with Provision for Liquidated Damages in Case of Breach.*

This agreement, made the      day of      one thousand eight hundred and      by and between A. B., of the town of      county of      State of      of the first part, and C. D., of      county of      State of      of the second part, witnesseth : That the said party of the second part covenants and agrees to and with the party of the first part, to [here insert the subject-matter of the agreement]. And the said party of the first part covenants and agrees to pay unto the said party of the second part, for the same [here insert the consideration and the terms of payment].

And for the true and faithful performance of all and every of the covenants and agreements above mentioned, the parties to these presents bind themselves, each unto the other, in the penal sum of      dollars, as liquidated damages, to be paid by the failing party.

In witness whereof, the parties to these presents have hereunto set their hands and seals, the day and year first above written.

[Signatures.] [Seals.]

Signed, sealed, and delivered in the presence of

[Signatures of witnesses.]

### *Agreement for the Purchase of a House and Lot.*

Memorandum of an agreement made this      day of      in the year 18      between A. B., of the city of      and C. D., of the same city, witnesseth : That the said A. B. agrees to sell, and the said C. D. agrees to purchase, for the price or consideration of      dollars, the house and lot known and distinguished as number      in      street, in the said city of      . The possession of the property is to be delivered on the      day

of        next, when twenty-        per cent. of the purchase-money is to be paid in cash, and a bond and mortgage on the premises, bearing        per cent. interest, payable in five years (such interest payable quarterly), is to be executed for the balance of the purchase-money, at which time also a deed of conveyance in fee simple, containing the usual full covenants and warranty, is to be delivered, executed by the said A. B. and wife, and the title made satisfactory to the said C. D. ; it being understood that this agreement shall be binding upon the heirs, executors, administrators, and assigns of the respective parties ; and also that the said premises are now insured for        dollars, and, in case the said house should be burnt before the said        day of        next, that the said A. B. shall hold the said insurance in trust for, and will then transfer the same to the said C. D. with the said deed.

In witness, we have hereunto set our hands and seals, this        day of  
18        .

A. B. [Seal.]  
C. D. [Seal.]

Signed, sealed, and delivered in the presence of  
[Signatures of witnesses.]

### *Contract for Sale of Land.*

Articles of agreement made this        day of        one thousand eight hundred and        between A. B., of        of the first part, and C. D., of        of the second part, witnesseth : That the said party of the first part, for and in consideration of the sum of        dollars, to        in hand paid, has contracted and agreed to sell to the said party of the second part, all that certain piece or parcel of land, situate in the town of        in        county and State of        [here insert brief description]. And the said party of the first part agrees to execute and deliver to the said party of the second part a warranty deed for the said land : provided, and upon condition, nevertheless, that the said party of the second part, his heirs or assigns, pay to the said party of the first part, his heirs or assigns, for the same land, the sum of        dollars lawful money of the United States of America, payable as follows : the sum of        dollars on the delivery of the deed, on the        day of        and the sum of        dollars to be secured by a purchase-money mortgage by said C. D., payable [here insert terms]. And the said party of the second part, for himself, his heirs, executors, and administrators, does covenant and agree to and with the said party of the first part, his heirs and assigns, that the said party of the second part will pay the said several sums as they severally become due, with the interest thereof, without deduction of any taxes or assessments whatever.

And the parties hereunto do bind themselves, each unto the other, in the sum of        dollars, which they hereby agree upon as liquidated damages, to be paid by the party failing to comply with his covenants in this agreement contained.

In witness whereof, etc.

A. B. [Seal.]  
C. D. [Seal.]

Signed, sealed, and delivered in presence of  
[Signatures of witnesses.]

*Contract for the Sale of a Farm: Payment in Instalments.*

Articles of agreement made this       day of       18       between A. B., of the town of       in the county of       and State of       of the first part, and C. D., of the town aforesaid, of the second part, witnesseth That the said party of the first part hereby agrees to sell to the said party of the second part his house, farm, and premises, whereon he now lives, situate in the town of       , containing about       acres, more or less, together with the crops growing on the same; together with every article attached to the freehold, for the sum of       dollars, which the said party of the second part agrees to pay as follows—viz. :       dollars upon signing this agreement;       dollars by the       day of       next;       dollars on the       day of       next, and giving a mortgage on the farm whereon he now lives, for       dollars, in       equal annual payments, with annual interest on the same; at which time the said party of the first part is to make and execute to the said party of the second part a good and sufficient warranty deed for the premises hereby sold, upon the delivery of which the said party of the second part is to secure the remainder—to wit:       dollars by a bond and mortgage for the payment of said remaining sum, in       equal annual instalments, with interest semi-annually upon the same, interest to commence on the       day of       next, at which time the said party of the second part is to have full possession of all the premises. And it is agreed by the said parties, that this agreement is to bind themselves, their heirs, executors, and administrators, jointly and severally, firmly by these presents.

In witness whereof we have hereunto set our hands and seals this day of       18       .

A. B. [Seal.]  
C. D. [Seal.]

Signed, sealed, and delivered in the presence of  
[Signatures of witnesses.]

*Contract for Building.*

Memorandum of agreement made this       day of       one thousand eight hundred and       between A. B., of       of the first part, and C. D., of       of the second part. The said party of the second part covenants and agrees to and with the said party of the first part, to make, erect, build, and finish in a good, substantial, and workmanlike manner, on the lot belonging to the party of the first part, and known as No.       in       Street, a house agreeable to the draft, plan, and explanation hereto annexed, of such stone, brick, lumber, or other materials, as the party of the first part may provide and furnish for the same, by the       day of       next. And the said party of the first part covenants and agrees to pay unto the said party of the second part, for the same, the sum of       dollars, lawful money of the United States, as follows: the sum of [here insert terms of payment.]

And also that he will furnish and procure the necessary materials for the said work, in such reasonable quantities, and at such reasonable time or times, as the said party of the second part shall or may require.



And for the true and faithful performance of all and every of the covenants and agreements above mentioned, the parties to these presents bind themselves, each unto the other, in the penal sum of        dollars, as liquidated damages to be paid by the failing party.

In witness [as in preceding form.]

### *Agreement to Build a Party Wall.*

Memorandum of agreement made this        day of        in the year 18        between A. B., of the city of        of the first part, and C. D., of said city, of the second part: Whereas the said A. B. is the owner in fee of the lot known as No.        in        Street, in the        ward of the city of        and the said C. D., the owner in fee of the lot known as No.        in said street, immediately adjoining to and on the        side of said lot, on which lots respectively the parties are about to erect brick houses. And whereas, it has been agreed between the said parties, that the said C. D., in erecting his house, may make use of the wall of the said A. B., immediately adjoining the said lot of the said C. D., as a party wall, upon the terms, conditions, and considerations hereinafter mentioned, the wall so to be used as a party wall, standing and being entirely on the said lot of the said A. B. Now, therefore, this agreement witnesseth, that the said A. B., in consideration of the sum of        dollars, to him in hand paid by the said C. D., the receipt whereof is acknowledged, shall immediately build and erect a wall on the        side of said lot No.        so that the side of said wall shall adjoin the        side of said lot of C. D.; said wall shall be built        feet deep easterly from the easterly side of        street, and        feet high above the sidewalk; and the said party of the first part hereby does grant and convey to said party of the second part the right to use said wall as a party wall, in the erection of a house on the said lot No.        and for that purpose to insert the beams of the house on the said lot into the walls so to be built by the party of the first part, to the extent of        inches, and to insert two chimney-backs into said wall to the extent of        inches each, and, for the same purpose, to insert or tie the courses of the front and rear walls into said party wall as may be necessary, and to keep and maintain such use of said party wall so long as said wall shall stand.

And the parties mutually covenant, that if it shall hereafter become necessary to repair or rebuild the whole, or any portion of the said party wall, the expense of such repairing or rebuilding shall be borne equally by them, their respective heirs and assigns; and that whenever the said party wall, or any portion thereof, shall be rebuilt, it shall be erected on the same spot where it is to stand, and be of the same size, and the same or similar materials, and of like quality.

It is further mutually agreed between the said parties, that this agreement shall at all times be construed as a covenant running with the land; but no part of the fee of the soil upon which the wall of the said A. B., above described, is to stand, shall pass to or be vested in the said C. D., his heirs or assigns, by virtue of these presents, but only the right to the use and benefit of the said wall as a party wall forever.



In witness whereof we have hereunto set our hands and seals this  
day of 18 .

A. B. [Seal.]  
C. D. [Seal.]

Signed, sealed, and delivered in the presence of  
[Signatures of witnesses.]

### *Agreement for Bricklayer's and Plasterer's Work.*

Memorandum of an agreement made this day of 18 between A. B., of the city of county of and State of of the one part, and C. D., of the same city, of the other part, as follows: The said A. B., for the consideration hereinafter mentioned, doth covenant, promise, and agree with, and to the said C. D., that he, the said A. B., shall and will do and perform all the work belonging to the bricklayer and plasterer, in and about the erection and building of a certain house [describing the location] in a sufficient and workmanlike manner, at his own charge and expense, with the materials to be provided for that purpose by the said C. D.; that he will build the same with the thickness of walls, height or number of stories, and the number and kind of lights, chimneys, and conveniences, together with the ornamental work in and about the said building as the said C. D. shall direct him, paying and discharging all the said workmen by him employed in and about the same; and that he will completely finish all the work herein agreed and covenanted to be by him done and performed on or before the day of next.

And the said C. D., for and in consideration of the true and faithful performance of the work to be done as aforesaid, doth agree and covenant to and with the said A. B., that he shall and will well and truly pay, or cause to be paid, unto the said A. B., for all such work, ornamental work excepted, to be by him done and performed in and about the building aforesaid, at and after the rate of for every yard which said work shall measure, reckoning three feet square for every yard; and for all the said ornamental work to be performed as aforesaid, the sum of dollars in full; and the said C. D. will pay all the said money as follows, viz.: [insert the terms]. And it is further covenanted and agreed, by and between the parties hereunto, that each and all of the foregoing covenants and agreements are to apply to, and bind, the heirs, executors, and administrators of the respective parties hereto.

In witness whereof we have hereunto set our hands and seals this  
day of 18 .

Signed, sealed, and delivered in presence of  
[Signatures of witnesses.]

A. B. [Seal.]  
C. D. [Seal.]

### *Agreement for Sale and Purchase of Personal Property.*

This agreement, made this day of 18 between A. B., of and C. D., of witnesseth: That the said A. B., in consideration of

the agreement hereinafter contained, to be performed by C. D., agrees to sell and deliver to the said C. D., at his storehouse, in [here specify the goods, the quality and quantity], on or before the day of 18 . And the said C. D., in consideration thereof, agrees to pay to the said A. B. the sum of dollars per for the said [here state the property sold or purchased] immediately upon the completion of the delivery thereof.

In witness [etc., as in preceding form.]

### *Agreement for a Sale of Wheat.*

It is agreed, by and between A. B. of and C. D. of that in consideration of three hundred bushels of wheat, sold to the said C. D. this day by the said A. B., and by A. B. agreed to be delivered to the said C. D., free of all charges and expenses whatsoever, at, on, or before the day of next, the said C. D. shall and will pay, or cause to be paid to the said A. B., or his assigns, within thirty days after such delivery, the sum of . And the said A. B., in consideration of the agreement aforesaid of the said C. D., promises and agrees on or before, etc., aforesaid, at his proper expenses to send in and deliver to the said C. D., or his assigns, the said three hundred bushels of wheat, so sold him as aforesaid, and that he the said A. B. shall and will warrant the same to be good, clean, and merchantable grain.

In witness, etc.

A. B.  
C. D.

### *Contract for Sale of Manuscript and Copyright.*

Memorandum of agreement made this day of 18 , between A. B., of party of the first part, and C. D., of publisher, party of the second part, witnesseth: That said party of the first part, in consideration of the sum of dollars, agrees to sell, and does sell, to the party of the second part, the manuscript of a work entitled , written and to be prepared for the press by him; and he, the said A. B., also agrees to examine and correct the proof-sheets thereof, as they shall be furnished to him from time to time during the printing thereof. The said C. D., and his personal representatives and assigns, are to have the exclusive right to take out and own the copyright and the renewals of the copyright thereof. And the said C. D., for himself, his personal representatives and assigns, agrees to pay the said A. B. in the manner following: dollars on the signing of this contract, dollars when the whole copy, including the index, shall be ready for the printer, and the balance when the proof-sheets shall have all been corrected and returned to the printer; the whole of said proof-sheets to be furnished the said A. B. within a reasonable time after the delivery of the manuscript.

And it is further agreed, that in case the said work shall fall short of pages of the size and style of the work known as , exclusive of index and contents, then the said A. B. is to receive, and the said C. D. is to pay, a sum so much the less, in proportion to the actual number of

pages ; but in case said work shall contain more than      pages, the sum to be paid therefor is not to be increased.

In witness we have hereunto set our hands and seals this      day of  
 , 18 .

Signed, sealed, and delivered in the presence of

A. B.

C. D.

[Names of witnesses.]

### *Contract with a Clerk or Workman for Services.*

Memorandum of agreement made this      day of      18      between A. B., of      county of      State of      of the first part, and C. D., of      county of      State of      of the second part, witnesseth : that the said A. B., agrees faithfully and diligently to serve the said C. D., as [insert position to be held] at      for the period of      from and after the      day of      , 18      In consideration of which service so to be performed by the said A. B., the said C. D. agrees to pay to the said A. B. the sum of      dollars, to be paid as follows :      dollars on the      day of      18      and      dollars on the      day of      each and every month following during the said term, and the balance, if any, at the expiration of the said term.

And it is understood and agreed, that the death of either party during the said term shall terminate this contract.

In witness whereof we have hereunto set our hands and seals this day of      18 .

Signed, sealed, and delivered in the presence of

A. B.

C. D.

[Signatures of witnesses.]

### *Contract for Sale of Goods.*

This agreement made this      day of      18      between A. B., of      and C. D., of      witnesseth : That it is hereby agreed by the said parties, that all the stock of goods, wares, and merchandise, which are the property of A. B., and contained in the store now occupied by the said A. B. [or, which are mentioned in the schedule hereunto annexed], together with the furniture and fixtures thereunto appertaining, shall, at the joint and equal charge of the said parties, be appraised by M. N. and O P., on or before the      day of      next, when the said M. N. and O P. shall, in writing by them signed, give in their appraisalment to the said parties ; and in case the said appraisers shall differ in such valuation, then a third indifferent person chosen by them as an umpire shall determine the same, whose valuation in writing by him signed shall be given in to the said parties, within three days after his election. And the said A. B. covenants with the said C. D. that, immediately after such valuation being made, he will make and deliver an absolute bill of sale, of all the said goods and stock in trade, and will give possession thereof unto the said C. D., at the price the same shall be appraised at as aforesaid. And the said C. D. hereby covenants with the said A. B., that he will

accept the said property at such price, and, on the delivery thereof with the bill of sale, will pay to the said A. B. the sum of money at which the same shall be appraised as aforesaid.

In witness, etc., as in previous forms.

A. B. {Seal.}  
C. D. {Seal.}

Signed, sealed, and delivered in the presence of

[Signatures of witnesses.]

### *Agreement to Rent with Covenants.*

This agreement made the       day of       one thousand eight hundred and       between A. B., of       county of       State of       of the first part, and C. D., of       county of       State of       of the second part, witnesseth. That the said party of the first part has letten, and by these presents does grant, demise, and to farm let, unto the said party of the second part, [here insert a description of the premises], with the appurtenances, for the term of       from the       day of       one thousand eight hundred and       at the yearly rent or sum of       dollars, to be paid in equal monthly payments of       dollars each. And it is agreed that if any rent shall be due and unpaid for the space of       days, or if default shall be made in any of the covenants herein contained, then it shall be lawful for the said party of the first part to re-enter the said premises, and to remove all persons therefrom. And the said party of the second part does covenant to pay to the said party of the first part, the said yearly rent as herein specified. And the said party of the second part further agrees not to carry on any offensive or other business on the premises, nor to under-let said premises without the written permission of the said party of the first part. And at the expiration of the said term, the said party of the second part will quit and surrender the premises hereby demised, in as good state and condition as reasonable use and wear thereof will permit, damages by the elements excepted. And the said party of the first part does covenant that the said party of the second part, on paying the said yearly rent, and performing the covenants aforesaid, shall and may peaceably and quietly have, hold, and enjoy the said demised premises for the term aforesaid.

In witness whereof we have hereunto set our hands and seals this day of       18       .

A. B.  
C. D.

Signed, sealed, and delivered in the presence of

[Signatures of witnesses.]

### *Agreement to be signed by an Auctioneer, after a Sale at Auction.*

I hereby acknowledge that A. B. has been this day declared by me the highest bidder and purchaser of [here describe the purchase], at the sum of       dollars, and that he has paid into my hands the sum of       as a deposit, and in part payment of the purchase-money; and I hereby agree



that the vender, C. D., shall in all respects fulfil the conditions of sale hereunto annexed.

Witness my hand, at      this      day of      18      .  
E. F., Auctioneer.

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### COPYRIGHT.

Copyright is the exclusive privilege of an author or artist to sell copies of his work. Such work must have some originality, or be the result of invention, though a mere abridgment of another's book may be copyrighted; the originality may consist in the new arrangement of old materials.

This property is of the same nature as patent right. It is secured in accordance with the provisions of the law of Congress, as follows:

#### *Revised Statutes of the United States, 1878.*

§ 4952. Any citizen of the United States, or resident therein, who shall be the author, inventor, designer, or proprietor of any book, map, or chart, dramatic or musical composition, engraving, cut, print, photograph or negative thereof, or of a printing, drawing, chromo, statue, statuary, and of models or designs intended to be perfected as works of the fine arts, and the executors, administrators, or assigns of any such persons, shall, upon complying with the provisions of this chapter, have the sole liberty of printing, reprinting, publishing, completing, copying, executing, finishing, and vending the same; and, in the case of a dramatic composition, of publicly performing or representing it, or causing it to be performed or represented by others. And authors may reserve the right to dramatize or translate their own works.

§ 4953. Copyrights shall be granted for the term of twenty-eight years from the time of recording the title thereof, in the manner hereinafter directed.

§ 4954. The author, inventor, or designer, if he be still living, and a citizen of the United States or resident therein, or his widow, or children if he be dead, shall have the same exclusive right continued for the further term of fourteen years, upon recording the title of the work or description of the article so secured a second time, and complying with all other regulations in regard to original copyright, within six months before the expiration of the first term. And such persons shall, within two months from the date of said renewal, cause a copy of the record thereof to be published in one or more newspapers, printed in the United States, for the space of four weeks.

§ 4955. Copyrights shall be assignable in law by any instrument of writing, and such assignment shall be recorded in the office of the Librarian of Congress within sixty days after its execution; in default of which it shall be void as against any subsequent purchaser or mortgagee for a valuable consideration, without notice.



§ 4956. No person shall be entitled to a copyright unless he shall, before publication, deliver at the office of the Librarian of Congress, or deposit in the mail addressed to the Librarian of Congress, at Washington, District of Columbia, a printed copy of the title of the book or other article, or a description of the painting, drawing, chromo, statue, statuary, or model or design for a work of the fine arts, for which he desires a copyright, nor unless he shall also, within ten days from the publication thereof, deliver at the office of the Librarian of Congress, and send by the mail addressed to the Librarian of Congress at Washington, District of Columbia, two copies of such copyright book or other article, or, in case of a painting, drawing, statue, statuary, model or design for a work of the fine arts, a photograph of the same.

§ 4957. The Librarian of Congress shall record the name of such copyright book, or other article, forthwith in a book to be kept for that purpose, in the words following: "Library of Congress, to wit: Be it remembered that on the      day of      , A. B., of      , hath deposited in this office the title of a book [map, chart, or otherwise, as the case may be, or description of the article], the title or description of which is in the following words, to wit: [here insert the title or description], the right whereof he claims as author [originator, or proprietor, as the case may be], in conformity with the laws of the United States respecting copyrights. C. D., Librarian of Congress." And he shall give a copy of the title or description, under the seal of the Librarian of Congress, to the proprietor whenever he shall require it.

§ 4958. The Librarian of Congress shall receive from the persons to whom the services designated are rendered, the following fees: 1. For recording the title or description of any copyright book or other article, fifty cents. 2. For every copy under seal of such record actually given to the person claiming the copyright, or his assigns, fifty cents. 3. For recording and certifying any instrument of writing for the assignment of a copyright, one dollar. 4. For every copy of an assignment, one dollar. All fees so received shall be paid into the treasury of the United States.

§ 4959. The proprietor of every copyright book or other article shall deliver at the office of the Librarian of Congress, or deposit in the mail addressed to the Librarian of Congress, at Washington, District of Columbia, within ten days after its publication, two complete printed copies thereof of the best edition issued, or description or photograph of such article as hereinbefore required, and a copy of every subsequent edition wherein any substantial changes shall be made.

§ 4960. For every failure on the part of the proprietor of any copyright to deliver, or deposit in the mail, either of the published copies, or description, or photograph, required by Sections 9 and 12, the proprietor of the copyright shall be liable to a penalty of twenty-five dollars, to be recovered by the Librarian of Congress, in the name of the United States, in an action in the nature of an action of debt, in any district court of the United States within the jurisdiction of which the delinquent may reside or be found.

§ 4961. The postmaster to whom such copyright book, title, or other article is delivered, shall, if requested, give a receipt therefor; and when so delivered he shall mail it to its destination.

§ 4962. No person shall maintain an action for the infringement of his copyright unless he shall give notice thereof by inserting in the several copies of every edition published, on the title-page or the page immediately following, if it be a book ; or if a map, chart, musical composition, print, cut, engraving, photograph, painting, drawing, chromo, statue, statuary, or model or design intended to be perfected and completed as a work of the fine arts, by inscribing upon some visible portion thereof, or of the substance on which the same shall be mounted, the following words, viz. : " Entered according to act of Congress, in the year     , by A. B., in the office of the Librarian of Congress, at Washington "; or, at his option, the word " Copyright," together with the year the copyright was entered, and the name of the party by whom it was taken out, thus : " Copyright, 18     , by A. B "

§ 4963. Every person who shall insert or impress such notice, or words of the same purport, in or upon any book, map, chart, musical composition, print, cut, engraving, or photograph, or other article, for which he has not obtained a copyright, shall be liable to a penalty of one hundred dollars, recoverable one-half for the person who shall sue for such penalty, and one-half to the use of the United States.

§ 4964. Every person who, after the recording of the title of any book as provided by this chapter, shall within the term limited, and without the consent of the proprietor of the copyright first obtained in writing, signed in presence of two or more witnesses, print, publish, or import, or, knowing the same to be so printed, published, or imported, shall sell or expose to sale any copy of such book, shall forfeit every copy thereof to such proprietor, and shall also forfeit and pay such damages as may be recovered in a civil action by such proprietor in any court of competent jurisdiction.

§ 4965. If any person, after the recording of the title of any map, chart, musical composition, print, cut, engraving, photograph, or chromo, or of the description of any painting, drawing, statue, statuary, or model or design intended to be perfected and executed as a work of the fine arts, as provided by this chapter, shall, within the term limited, and without the consent of the proprietor of the copyright first obtained, in writing, signed in presence of two or more witnesses, engrave, etch, work, copy, print, publish, or import, either in whole or in part, or by varying the main design with intent to evade the law, or, knowing the same to be so printed, published, or imported, shall sell or expose to sale any copy of such map or other article as aforesaid, he shall forfeit to the proprietor all the plates on which the same shall be copied and every sheet thereof, either copied or printed, and shall further forfeit one dollar for every sheet of the same found in his possession, either printing, printed, copied, published, imported, or exposed for sale ; and in case of a painting, statue, or statuary, he shall forfeit ten dollars for every copy of the same in his possession, or by him sold or exposed for sale ; one-half thereof to the proprietor and the other half to the use of the United States.

§ 4966. Any person publicly performing or representing any dramatic composition for which a copyright has been obtained without the consent of the proprietor thereof, or his heirs or assigns, shall be liable for

damages therefor, such damages in all cases to be assessed at such sum, not less than one hundred dollars for the first, fifty dollars for subsequent performance, as to the court shall appear to be just.

§ 4967. Every person who shall print or publish any manuscript whatever without the consent of the author or proprietor first obtained, if such author or proprietor is a citizen of the United States or resident therein, shall be liable to the author or proprietor for all damages occasioned by such injury.

§ 4968. No action shall be maintained in any case of forfeiture or penalty under the copyright laws, unless the same is commenced within two years after the cause of action has arisen.

§ 4971. Nothing in this chapter shall be construed to prohibit the printing, publishing, importation, or sale of any book, map, chart, dramatic or musical composition, print, cut, engraving, or photograph written, composed, or made by any person not a citizen of the United States nor resident therein.

This last section is liable to change by the adoption of an International Copyright Law giving foreigners the right to obtain copyright in this country.

[For form of agreement between author and publisher for sale of manuscript and copyright see form in chapter on Agreements.]

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## CORPORATIONS.

A corporation is a body consisting of one or more natural persons, established by law, usually for some particular purpose, and continued by a succession of members.

The more usual corporations are the following : Banks, Public, Manufacturing, Religious, Mining, and Oil corporations, although corporations can be formed for almost any purpose. They are usually created by act of Congress, or by a legislative act of the State. Several of the States have general laws authorizing companies formed for various business purposes to become incorporated without special charters by complying with certain conditions. This is particularly the case in New York.

Corporations are controlled as to what they do and how it is to be done by their charters or acts of incorporation, and can not exceed the powers therein given. If there are no special provisions in the charter or by-laws, the vote of a majority of those present at a regular meeting and voting binds the corporation.

Within the limits of its authority or act of incorporation, expressed or implied, a corporation can lawfully do all the acts which a natural person can do.

A corporation may be dissolved by the expiration of the time for which it was created, by a surrender of the charter; by death of all the members, where no mode is provided by the charter by which the loss can be supplied; or, if it be a public corporation, it can be dissolved by legislative enactment, but not if it is a private corporation, unless the express power to do so is reserved in the charter.

Corporations have, as a general rule, the power to admit members, to remove them for cause, to sue and be sued, and to have a seal; to make by laws, provided that they do not conflict with its charter and the law.

A deed of a corporation must be executed under its corporate seal.

The forms given for mining and oil corporations in Pennsylvania and for corporations for manufacturing, mining, mechanical, or chemical purposes in New York, will be found useful guides in forming corporations under the statutes of many of the other States.

### *1.—Stock and Dividends.*

#### *Engagement to take Stock in a Corporation to be Formed.*

The undersigned hereby engage with A. B. & C. D., proprietors of the Bank, and with each other, that they will take the number of shares in the Bank Company proposed to be formed, set opposite their respective names, and pay for them as stipulated.

It is understood that the capital of the said company is to be      dollars, in      shares, of      dollars each.

It is also understood and agreed that the representations to us that the profits of the business, viz. :      dollars per annum, shall be sustained by an examination of the books of the present proprietors, or our obligations to take stock are null and void.

[Date.]

[Signatures and number of shares.]

### *2.—Transfer of Stock.*

Know all men that I, A. B., of      for value received, do bargain, sell, assign, and transfer unto C. D., of      ,      shares of capital stock, standing in my name, on the books of the      company: and I do hereby constitute and appoint the said C. D. my true and lawful attorney, irrevocable, in my name or otherwise, but to his own use and benefit, and at his own expense and charges, to take all lawful ways and means for the recovery and enjoyment thereof.

Witness my hand and seal the      day of      A.D. 18      .

[Signature.] [Seal.]

Signed, sealed, and delivered in the presence of

[Signature of witness.]



### 3.—*Power to Transfer.*

Know all men that I, A. B., of        county of        State of        do hereby constitute and appoint C. D., of        county of        State of        my true and lawful attorney, for me and in my name and behalf, to sell, assign, and transfer to E. F., of        the whole of the shares of capital stock standing in my name on the books of the        company, and for that purpose to make and execute all necessary acts of assignment and transfer.

Witness my hand [etc., as in last form above.]

### 4.—*Authority to Collect Dividends.*

Know all men that I, A. B., of        county of        State of        do authorize, constitute, and appoint C. D., of        county of        State of        to receive from the        company of        the dividend now due me on stock standing in my name on the books of said company, and to give a receipt for the same, and I hereby ratify and confirm all that may lawfully be done in the premises by virtue hereof.

Witness my hand [etc., as in form 2.]

### 5.—*Proxy.*

Know all men, that I, A. B., of        do hereby appoint C. D., of        my attorney for me, and in my stead, to vote as my proxy, at any election of the [designating officer or offices to be voted for], of the        company, according to the number of votes I should be entitled to cast, if then personally present.

Witness [etc., as in form 2.]

### 6.—*Affidavit to be Annexed to Proxy, to Enable Voting at an Election in a Moneyed Corporation.*

I, A. B., do solemnly and sincerely swear [or affirm] that the shares on which I hereby offer to vote by C. D., my attorney and agent in the above proxy, do not belong, and are not hypothecated to the [insert name of corporation for which the election is to be held]; and that they are not hypothecated or pledged to any other corporation or person whatever; that such shares have not been transferred to me for the purpose of enabling me to vote thereon at the ensuing election, and that I have not contracted to sell or transfer them, upon any condition, agreement, or understanding, in relation to my manner of voting at the said election.

[Signature of stockholder.]

Sworn before me, this        day of        18        .

E. F., Notary Public for county of       

### 7.—*Certificate of Association of Mining Corporation Under the General Statute of Pennsylvania of 1854.*

TO ALL TO WHOM IT MAY CONCERN : We, the undersigned [here insert names], citizens of the United States of America, joint owners and ten-



ants in common of the mineral lands in Pennsylvania hereinafter described, desiring to form a company under the provisions of an act of the General Assembly of the State of Pennsylvania, entitled "An Act to enable joint tenants, tenants in common and adjoining owners of mineral lands in this Commonwealth to manage and develop the same," passed on the 21st April, 1854, and the various supplements thereto, for the purpose of [here state the object—*e. g.*, thus :] developing and improving the said mineral lands, and of engaging in and carrying on the mining and preparing for market, coal, fire-clay, and other minerals found on or in the said lands, manufacturing the products of the same, and selling or conveying the same, and the products thereof, to market, in compliance with the provisions thereof :

Do certify as follows :

*First.* The corporate name of the said company shall be [stating name of it], and the term of its existence      years [not exceeding twenty].

*Second.* The objects for which the company is formed are the developing and improving the mineral lands hereinafter particularly described, and mining of and preparing for market, coal, fire-clay, and other minerals found on or in the said lands, manufacturing the products of the same, and the selling or conveying the same, and the products thereof, to market.

*Third.* The lands owned by us consist of      tracts, and are located in the counties of      and      in the State of Pennsylvania, and contain together      acres, or thereabouts, and the same are described as follows [here insert a full description, as in a deed].

*Fourth.* The said lands have been divided into      shares, and the par value or amount of each share is      dollars.

*Fifth.* The residences of the owners and the number of shares owned by each of us is as follows—viz.:

NAMES.	RESIDENCES.	NO. OF SHARES.

*Sixth.* The chief operations of the company are to be carried on in county aforesaid.

*Seventh.* The number of directors shall be      and the said [here insert names] shall be directors who shall manage the affairs of the company until the next annual election.

In testimony whereof we have hereunto set our hands and seals this day of      18      .

[Signatures.] [Seals.]

The above form must be acknowledged before a proper officer and certified to by the Attorney-General of the State.

### 8.—*Certificate of Association of an Oil Company, Formed Under the Statute of 1863.*

TO ALL WHOM IT MAY CONCERN: We, the undersigned [inserting names], citizens of the United States of America, desiring to form a corporation under the provisions of an act of the General Assembly of the State of Pennsylvania, entitled "An Act relating to corporations for mechanical, manufacturing, mining, and quarrying purposes," passed on the eighteenth day of July, eighteen hundred and sixty-three, and the various supplements thereto, have associated ourselves together, and do hereby associate ourselves together, under the provisions of the said acts and the supplements thereto, in the manner following:

*First.* The corporate name of the said corporation or company shall be [stating the name].

*Second.* The purposes for which the said corporation is established are [here state the object—*e. g.*, thus:] the carrying on the mining, boring, and digging for, or otherwise obtaining from the earth, petroleum, rock, or carbon oils, coal, salt, and other minerals; manufacturing and vending the same in the crude and refined state; and the manufacturing, forwarding, and vending lumber and barrels, in compliance with the provisions of the said act and the supplements thereto.

*Third.* The place within which said corporation is established is the township of        in the county of        in the State of Pennsylvania.

*Fourth.* The amount of the capital stock of the said corporation shall be, and is        dollars, which shall be divided into        shares of the par value of        dollars each.

In testimony whereof, we have hereunto set our hands and seals the day of        A.D. eighteen hundred and        .

[Signatures.] [Seals.]

[This certificate must be acknowledged as in form 6.]

### 9.—*Certificate of Incorporation for Business Within the State of New York.*

STATE OF NEW YORK, } ss.  
COUNTY OF        }

We, the undersigned [naming at least three corporators], do by these presents, pursuant to and in conformity with the act of the Legislature of the State of New York, passed on the seventeenth day of February, one thousand eight hundred and forty-eight, entitled "An Act to authorize the formation of corporations for manufacturing, mining, mechanical or chemical purposes," and the several acts of the said Legislature amendatory thereof, associate ourselves together, and form a body politic and corporate, and do hereby certify:

1. That the corporate name of the said company is [here insert name in full].

2. That the objects for which the said corporation is formed are as follows [here state them with precision, but in general terms].

3. That the capital stock of the said corporation shall be        dollars, which shall be divided into        shares of        dollars each.

4. That the said corporation shall commence on the        day of        in the year one thousand eight hundred and        and shall continue in existence for the term of        years.

5. That the number of trustees of the said corporation shall be whose names are as follows, and who shall manage the concerns of the said corporation for the first year. [Names.]

6. That the names of the town and county [or, towns and counties] in which the operations of said company are to be carried on are [here designate them, and if more than one is named, add :] and the principal place of business of the said corporation shall be the        of        in the county of        and State of New York. [Signatures.]

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### CUSTOM HOUSE.

All goods imported from a foreign country must be entered in writing at the custom house at a port of entry, whether they pay any duty or not. Articles of personal use included in ordinary baggage and household furniture a year in use are not subject to duty. The duties are detailed in the latest tariff act, but are growing less and are imposed on fewer articles as the national debt decreases and the revenue needed is less. The owner or consignee, or an agent of either, who must file his power of attorney with the collector and give bonds to procure the owner's oath to the invoice, may enter goods. The owner or consignee must make oath to the actual cost or market price of goods, which is generally that in the invoice, and the costs of packing, export duties, and all charges, including commissions incurred in the country of export, the sum of all which is the dutiable value or the amount upon which duty is charged.

Three copies of each invoice should be made—one to send to the consignee, one to file with the consul of the port of export, and the other to be sent by said consul to the collector of the port to which the goods are to be sent in this country. The one sent the consignee and by him presented to the collector should agree with the one the collector receives from the consul.

The entry is made according to a form to be obtained at the custom house, or of a custom house broker, and contains the particulars of the marks, description, and quality of the goods, the per cent. of duty, and the total amount of duty. Of course the last two particulars are more within the knowledge of the experienced customs officers and brokers

than ordinary people, and in practice it is usually found preferable to employ a broker to get goods through the custom house to save vexation and delay, though every citizen has a right to do his business himself, and the custom house clerks are bound to allow him to do so, and at the smaller ports it is probably comparatively easy.

Goods entered for immediate use or to be retained in the owner's possession are said to be entered for consumption ; but if it is desirable to have them warehoused in the Government bonded warehouses they are sent to a designated warehouse, subject to storage, the owner giving a bond to pay the duties when they are withdrawn from the warehouse.

The entry being for consumption and made according to form, is compared with the invoice and bill of lading, and the duties estimated by the proper clerks, and a permit for delivery is given. When the papers are taken to the naval officer and a like examination made and the permit checked, then the deputy collector takes the owner's oath and designates about one parcel in ten to be taken to the appraiser's office for examination. If this discloses no fraud or mistake the appraiser's certificate is added to the papers. This process is necessarily much simpler at small ports which have no naval officer nor deputy collector.

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### DEBTS.

[See Recovery of Debts.]

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### DEEDS.

A deed is any written instrument containing a contract or agreement signed, sealed, and delivered as the act of the person making it. It is a term used more commonly in reference to conveyances of lands, tenements, and hereditaments.

The requisites of a deed are that it be printed or written on paper or parchment, and be made by a person capable of contracting and with a person capable of being contracted with, and contain the names of the grantor and grantee ; there must be something to be contracted for ; it must contain the requisite parts and be sealed and delivered, and should be signed and witnessed, and for the purpose of being recorded should be acknowledged in the manner required by statute in the State or Territory where the property is situated. [See chapter on Acknowledg-



ments.] The deed should be signed by the grantor and by his wife, if he has one, and be acknowledged by both unless there be a statute rendering this unnecessary. The consideration should be expressed in the body of the instrument, even though it be for the nominal sum of one dollar.

In those States where the wife has dower, the grantor, if married, can not give a good title, unless his wife signs the deed with him. She can not be compelled to sign. The grantee should refuse to accept a deed without her signature in those States where dower has not been abolished. [See Dower.] The grantee should see that words showing that the wife releases her dower and right of dower are used in the deed.

It is advisable to have a deed witnessed by at least two disinterested persons. Although a seal may not always be required, it is more prudent to affix one at the end of each signature.

The grantor pays for drawing the deed; the grantee pays for searching the title.

For the greater security of the grantee he should have search made for the following incumbrances on the property: Transfers, mortgages, lis pendens, commissioner's loans, judgments in the county clerk's office and in the U. S. district and circuit courts, taxes and tax sales, sheriff's and marshal's sales, insolvent and general assignments, appointment of receivers and appointment of trustees of absconding, concealed, non-resident or imprisoned debtors; mechanics' and other liens, and exemptions under the homestead act.

The grantor is the party making the deed and the grantee the party in whose favor it is made and to whom it is delivered. The usual covenants in a deed are that the grantor is lawfully seized; that he has a good right to convey; that there are no encumbrances on the property; that the grantee shall have quiet enjoyment, and that the grantor will warrant and defend the title against all lawful claims. The grantor signs his name, or it is done by some person in his presence and by his direction, or by an agent authorized by an instrument under seal to do so. If a grantor requests it or can not read, the instrument must be read over to him before its execution. If the grantor is unable to write, he makes  
his

"his mark," as, for example, James X Brown.  
mark

If a corporation transfers property, the president usually signs the deed as president and affixes the corporate seal.

All erasures or interlineations should be noted at the foot of the instrument, and just above the signatures of the witnesses.

All blanks in a deed should be filled before execution.

Any material alteration in a deed after execution makes it void.

There should be a delivery and acceptance of a deed to make it operative.

A deed poll is one which binds only the party making and executing it.

A deed is construed in a manner favorable to its validity, and is governed by the law of the place where the land is situated as to form and requirements.

It is the duty of the grantee to have the deed recorded immediately after it is delivered to him. If he should fail to do so, and the grantor should make another conveyance of the same property to a third party who was ignorant of the first sale, he would lose his title, provided said third party recorded his deed immediately. For example, if A sells land to B, who neglects to record his deed, and A afterward, and before B's deed is recorded, sells the same property to C, who is ignorant of the sale to B, B would lose his title to the property, provided C recorded his deed before B's was on record. The deed should be recorded in the office of the register or clerk of the county where the property is situated.

### *1.—A Bargain and Sale Deed.*

This indenture made this       day of       in the year one thousand eight hundred and       between A. B., of       in the county of       and State of       farmer [and C. B. his wife], of the first part, and E. F., of       in said county, merchant, of the second part: Witnesseth, that the said party [or parties] of the first part, in consideration of the sum of       dollars, to him [or them] paid by the said party of the second part, the receipt whereof is hereby acknowledged, has [or have] granted, bargained, and sold, and by these presents does [or do] grant, bargain, and sell unto the said party of the second part, and to his heirs and assigns forever, all [here insert description of premises], together with all and singular the tenements, hereditaments, and appurtenances thereunto belonging, or in any wise appertaining; and the reversion and reversions, remainder and remainders, rents, issues, and profits thereof; and also all the estate, right, title, interest [dower and right of dower], property, possession, claim, and demand whatsoever, as well in law as in equity of the said party [or parties] of the first part, of, in, and to the above-granted premises, and every part and parcel thereof: To have and to hold all and singular the above-granted premises, together with the appurtenances and every part thereof unto the said party of the second part, his heirs and assigns, forever.

In witness whereof the said party [or parties] of the first part has [or have] hereunto set his hand and seal [or their hands and seals] the day and year first above written.

[Signature and seal.]

Signed, sealed, and delivered in the presence of

[Signature of witness.]

## 2.—*Warranty-Deed.*

This indenture made this      day of      in the year one thousand eight hundred and      between A. B., of the city of      and State of      merchant [and C. B. his wife], of the first part, and E. F., of      in said county, farmer, of the second part, Witnesseth: That the said party [or parties] of the first part, in consideration of the sum of      dollars, lawful money of the United States, to him [or them] in hand paid by the said party of the second part, at or before the ensembling and delivery of these presents, the receipt whereof is hereby acknowledged, and the said party of the second part, his executors and administrators, forever released and discharged from the same, by these presents, has [or have] granted, bargained, sold, aliened, remised, released, conveyed, and confirmed, and by these presents does [or do] grant, bargain, sell, alien, remise, release, convey, and confirm unto the said party of the second part, and to his heirs and assigns forever, all [here insert description],† together with all and singular the tenements, hereditaments, and appurtenances thereunto belonging or in any wise appertaining; and the reversion and reversions, remainder and remainders, rents, issues, and profits thereof; and also all the estate, right, title, interest [dower and right of dower], property, possession, claim, and demand whatsoever, both in law and in equity, of the said party [or parties] of the first part, of, in, and to the above-granted premises and every part and parcel thereof, with the appurtenances. To have and to hold the above-mentioned and described premises, with the appurtenances and every part thereof, to the said party of the second part, his heirs and assigns, forever.

And the said A. B. and his heirs, the above-described and hereby granted and released premises, and every part and parcel thereof, with the appurtenances, unto the said party of the second part, his heirs and assigns, against the said party [or parties] of the first part, and his [or their] heirs, and against all and every person and persons whomsoever, lawfully claiming or to claim the same or any part thereof, shall and will warrant and forever defend.

In witness whereof the said party [or parties] of the first part has [or have] hereunto set his hand and seal [or their hands and seals] the day and year first above written.

[Signatures and seals.]

Signed, sealed, and delivered in the presence of

[Signature of witness.]

## 3.—*Short Form of Warranty-Deed, with Full Covenants.*

Know all men by these presents that A. B., of      in the county of      and State of      farmer [and C. B. his wife], of the first part, in consideration of      dollars, to him [or them] paid by E. F., of      in the county of      and State of      the receipt whereof is hereby acknowledged, do grant, bargain, sell, and confirm unto the said E. F., his heirs and assigns, forever, all [here insert description],† with the appurtenances thereunto belonging or in any wise appertaining, and the reversion and reversions, remainder and remainders, rents, issues, and profits thereof, and also all the estate, right, title, and interest [dower and right of dower], property,

possession, claim, and demand whatsoever, both in law and in equity, of the said party [or parties] of the first part, of, in, and to the above-granted premises and every part and parcel thereof, with the appurtenances.

And the said A. B. does, for himself and his heirs, executors, and administrators, covenant with the said E. F., his heirs and assigns, that at the time of making this conveyance he is well seized of the premises, as of a good and indefeasible estate in fee-simple, and has good right to bargain and sell the same, as aforesaid, and that the same are free from all encumbrance whatsoever; and the above-granted premises, in the quiet and peaceable possession of the said E. F., and his heirs and assigns, he will warrant and forever defend.

In witness whereof I have hereunto set my hand and seal the      day  
of      in the year one thousand eight hundred and

Signed, sealed, and delivered      [Signatures.] [Seal.]  
in the presence of

[Signature of witness.]

### *Attestation of a Deed in which Erasures or Interlineations appear.*

In witness whereof the said party of the first part has hereunto set his hand and seal the day and year first above written.

[Signature.] [Seal.]

Sealed and delivered in the presence of [the word "seven" on the first page was erased, the words "be the same more or less" written over an erasure on the third page, and the words "dower and right of dower" cancelled on third page before execution.]

[Signatures of witnesses.]

### *4.—Deed by a Corporation.*

This indenture made this      day of      in the year one thousand eight hundred and      between the [insert the legal title of the corporation] of      parties of the first part, and E. F., of the same place, party of the second part, witnesseth, that the said parties of the first part, in consideration of the sum of      dollars [thence proceeding as in other deeds to the covenants, each of which will begin thus:] And the said parties of the first part [or name the corporation], for themselves and their successors, do covenant [etc., continuing as in other cases.]

In witness whereof the said parties of the first part have hereunto caused their corporate seal to be affixed and these presents to be subscribed by [insert president, cashier, or officer, as the corporation may order.]

[Corporate seal.]

[Signature of officer.]



*5.—Deed by Attorney.*

This indenture made the      day of      in the year of our Lord one thousand eight hundred and      between A. B., of      county of      and State of      and C. B. his wife, of the first part, by E. F., their attorney in fact, specially thereto constituted by power of attorney, dated the      day of      18      and recorded in [reciting the proper office], as by reference thereto will more fully appear, and E. J., of      county of      and State of      of the second part, witnesseth, etc., [proceeding as in foregoing, and concluding as follows:]

In witness whereof the said parties of the first part, by E. F., their attorney in fact, have hereunto set their hands and seals the day and year first above written.

Signed, etc.,

A. B. [Seal.]

C. B. [Seal.]

By E. F., their attorney.

*6.—Deed by Executors.*

This indenture made this      day of      one thousand eight hundred and      between A. B., of the city of      in the State of      executor [or, if there are several, say: A. B., of, etc., and C. D., of, etc., executors] of the last will and testament of E. F., late of      in the county of      and State of      deceased, of the first part, and S. H., of      in the county of      of the second part, witnesseth: That the said party [or parties] of the first part, by virtue of the power and authority to him [or them] given in and by the said last will and testament, and in consideration of the sum of      dollars to him [or them] paid by the said party of the second part, the receipt whereof is hereby acknowledged, has [or have] granted, bargained, sold, aliened, remised, released, conveyed, and confirmed, and by these presents does [or do] grant, bargain, sell, alien, remise, release, convey, and confirm unto the said party of the second part, his heirs and assigns, forever, all [here insert description of property], together with all and singular the tenements, hereditaments, and appurtenances thereunto belonging, or in any wise appertaining; and the reversion and reversions, remainder and remainders, rents, issues, and profits thereof; and also all the estate, right, title, interest, property, possession, claim, and demand whatsoever, both in law and equity, which the said testator had in his lifetime, and at the time of his decease, and which the said party [or parties] of the first part [or either of them, have or] has, by virtue of the said last will and testament, or otherwise, of, in, and to the above-granted premises, and every part and parcel thereof, with the appurtenances. To have and to hold all and singular the above-granted premises, together with the appurtenances, and every part thereof, unto the said party of the second part, his heirs and assigns, forever.

And the said party [or parties] of the first part, for himself, his [or themselves, their] heirs, executors, and administrators, does [or do] covenant, promise, and agree, to and with the party of the second part, that he is [or they are] lawfully the executor [s] of the last will and testament

of said M. N., and has [or have] power to convey as aforesaid, and has [or have] in all respects acted, in making this conveyance, in pursuance of the authority granted in and by the said last will and testament; and that he has [or they have] not made, done, or suffered any act, matter, or thing whatsoever, since he was [or they were] executor as aforesaid, whereby the above-granted premises, or any part thereof, are, shall, or may be impeached, charged, or encumbered in any manner whatsoever.

In witness whereof the said party [or parties] of the first part has [or have] hereunto set his hand and seal [or their hands and seals] the day and year first above written.

A. B., Executor, etc. [Seal.]

Signed, sealed, and delivered in presence of

[Signature of witness.]

### *7.—Deed to Correct Mistakes in a Prior Conveyance.*

This indenture made this        day of        18        between A. B., of merchant, of the first part, and E. F., of        farmer, of the second part, witnesseth:

Whereas the said A. B. did, on or about the        day of        18        execute and deliver to the party of the second part, for the consideration therein mentioned, a conveyance of certain lands in        hereinafter more particularly described, which said conveyance is recorded in the office of the        of        county, book        page        of conveyances. And whereas, in said conveyance, by mistake [specify the errors]. And whereas, to prevent difficulties hereafter, it is expedient to correct said errors: Now, therefore, this indenture witnesseth, that the said party of the first part, in consideration of the premises and of one dollar to him paid by the party of the second part, hereby grants, conveys, releases, and confirms unto the said party of the second part, his heirs and assigns, forever, all [etc., insert description, and continue as in forms 2 or 3 of deeds from †].

### *8.—Deed of Gift.*

This indenture made this        day of        one thousand eight hundred and        between A. B., of        in the county and State of        [and C. B. his wife], of the first part, and E. J. B., of the same place, son of the said A. B., of the second part: Witnesseth, that the said A. B., for and in consideration of the natural love and affection which he has unto the said E. J. B., by these presents does give, grant, alien, enfeof, and confirm unto the said E. J. B., his heirs and assigns, forever, all [here insert description of the premises]: Together with all and singular the tenements, hereditaments, and appurtenances thereunto belonging, or in any wise appertaining; and the reversion and reversions, remainder and remainders, rents, issues, and profits thereof, and all the estate, right [dower and claim of dower], title, interest, property, claim, and demand whatsoever, of the said party [or parties] of the first part, of, in, and to the said premises, with the appurtenances, and every part thereof. To have and to hold all and singular the above-granted premises, with the appurtenances, unto the said E. J. B., his heirs and assigns, forever.

In witness whereof the party [or parties] of the first part has [or have] hereunto set his hand and seal [or their hands and seals], the day and year above written.

[Signatures and seals.]

Signed, sealed, and delivered in presence of

[Signature of witness.]

### *9.—Deed when Grantee assumes payment of a Mortgage on the Property.*

[Use form 2 or 3 of deeds and insert the following at †:]

The above-described premises being subject to a certain indenture of mortgage made by A. B. to M. N. to secure payment of the sum of dollars, bearing date on the day of 18 and recorded in the office of the of the county of in liber of mortgages, page the payment of which is assumed by the said party of the second part [then continue as in above form].

### *10.—Release of Dower.*

Know all men, that I, C. B., of in the city of in the county of and State of wife of A. B., of said city [or widow of A. B., late of said city, deceased], in consideration of dollars, to me paid by E. F., of in said county, the receipt whereof is hereby acknowledged, have granted, remised, released, conveyed, and forever quit-claimed, and by these presents do grant, remise, release, and forever quit-claim unto the said E. F., and to his heirs and assigns, forever, all the dower and thirds, right and title of dower and thirds, and all other right, title, interest, property, claim, and demand whatsoever, in law and in equity, of me, the said C. B., of, in, and to all [here insert description of premises; or, if the release is intended to be a general one, say, all and every the lands, tenements, and real estate, whereof the said A. B. died seized or possessed, or whereof he was seized or possessed, at the time of his intermarriage with the said C. B., or at any time since, wheresoever the same may lie and be situate], so that neither I, the said C. B., my heirs, executors, administrators, or assigns, nor any other person or persons, for me, them, or any of them, shall have, claim, or demand any dower or thirds, or any other right, title, claim, or demand, of, in, or to the same, or any part thereof, but thereof and therefrom shall be utterly barred and excluded forever.

In witness whereof I have hereunto set my hand and seal this day of in the year one thousand eight hundred and . C. B. [Seal.]

Signed, sealed, and delivered in presence of

[Signature of witness.]

### *11.—Deed of a Right of Way.*

This indenture made this      day of      in the year one thousand eight hundred and      between A. B., of      county of      and State of      of the first part, and C. D., of      of the second part: Witnesseth, that the said A. B., for and in consideration of the sum of      dollars, lawful money of the United States, unto him well and truly paid by the said C. D., at and before the enscaling and delivery hereof, the receipt whereof is hereby acknowledged, hath granted, bargained, and sold, and does grant, bargain, and sell unto the said C. D., his heirs and assigns, the free and uninterrupted use, liberty, and privilege of, and passage in and along a certain alley or passage, of ten feet in breadth by one hundred feet in depth, extending out and from [describing the direction of the way]. Together with free ingress, egress, and regress to and for the said C. D., his heirs and assigns, and his and their tenants, under-tenants [if for a carriage-way, here add, "with carts, vehicles, carriages, horses, or cattle, as by him or them shall be necessary and convenient"] at all times and seasons forever thereafter, into, along, upon, and out of the said alley or passage-way, in common with him, the said A. B., his heirs and assigns, and his and their tenants or under-tenants.

To have and to hold all and singular the privileges aforesaid to him the said C. D., his heirs and assigns, to the and their only proper use and behoof, in common with him, the said C. D., his heirs and assigns, as afore said. [Here add, if desired, "Subject, nevertheless, to the moiety or equal half part of all necessary charges and expenses, which shall from time to time accrue in paving, amending, repairing, and cleansing the said alley or passage-way."]

In witness whereof I have hereunto set my hand and seal this      day of      18      .

A. B.

Signed, sealed, and delivered in the presence of

[Signatures of witnesses.]

### *12.—Release of Part of Mortgaged Premises.*

This indenture made this      day of      in the year one thousand eight hundred and      between A. B., of      in the county of      and State of      of the first part, and C. D., of      in the said county, farmer, of the second part: Whereas, C. D., by a mortgage bearing date the      day of      18      for the consideration therein mentioned, and to secure the payment of the money therein specified, did convey certain lands and tenements, of which the premises hereinafter described are part, unto A. B., aforesaid: And whereas, the said party of the first part, at the request of the said party of the second part, has agreed to give up and surrender the premises hereinafter described, unto the said party of the second part, and to hold and retain the residue of the mortgaged premises as security for the money remaining due on the said mortgage.

Now this indenture witnesseth, that the said party of the first part, in



pursuance of the said agreement, and in consideration of one dollar to him paid, the receipt whereof is hereby acknowledged, has granted, remised, released, quit-claimed, and set over, and by these presents does grant, release, quit-claim, and set over, unto the said party of the second part, all that part of the said mortgaged premises [here insert the description of the part released]: Together with the hereditaments and appurtenances thereto belonging; and all the right, title, and interest of the said party of the first part, of, in, and to the same, to the intent that the lands hereby conveyed may be discharged from the said mortgage, and that the rest of the lands in the said mortgage specified may remain to the said party of the first part as heretofore.

To have and to hold the lands and premises hereby released and conveyed to the said party of the second part, his heirs and assigns, forever, free, clear, and discharged of and from all lien and claim, under and by virtue of the mortgage aforesaid.

In witness whereof the said party of the first part has hereunto set his hand and seal the day and year first above written.

A. B. [Seal.]

Signed, sealed, and delivered in the presence of

[Signature of witness.]

### *13.—Trust Deed.*

This indenture made the      day of      in the year one thousand eight hundred and      between A. B., of      in the county of      and State of      [and C. B. his wife], of the first part, and C. D., of      in the said county, as trustee for      of the second part, witnesseth: That the said party [or parties] of the first part, in consideration of the sum of      dollars to him [or them] paid by the said party of the second part, the receipt whereof is hereby acknowledged, has [or have] granted, bargained, sold, aliened, remised, released, conveyed, and confirmed, and by these presents does [or do] grant, bargain, sell, alien, remise, release, convey, and confirm unto the said party of the second part, and to his heirs and assigns, forever, all [here insert description].

To have and to hold all and singular the above-granted premises, together with the appurtenances and every part thereof, unto the said party of the second part, his successors and assigns, forever, in fee, upon the trusts, nevertheless, and to and for the uses, interests, and purposes hereinafter limited, described, and declared—that is to say, upon trust to receive the issues, rents, and profits of the said premises, and apply the same to the use of E. F. during the term of his natural life, and, after the death of the said E. F., to convey the same by deed to S. T. in fee.

In witness whereof the parties to these presents have hereunto inter changeably set their hands and seals the day and year first above written.

[Signatures and seals.]

Signed, sealed, and delivered in the presence of

[Signature of witness.]

#### 14.—*Deed by Trustees or Assignees of an Insolvent or Bankrupt.*

To all to whom these presents shall come : We, A. B., C. D., and E. F., of        in the county of        and State of        trustees [or assignees] of the estate of G. H., of        a bankrupt [or an insolvent debtor, or of the estate of G. H., late of        an absconding debtor].

Whereas [here recite the essential proceedings and the sale made pursuant thereto, and conclude :]

Now, therefore, know ye, that we, the said A. B., C. D., and E. F., by virtue of the power and authority in us vested as aforesaid, and in consideration of the aforesaid sum of        dollars, to us paid by the said L. M., the receipt whereof is hereby acknowledged, do hereby grant, bargain, sell, and convey unto the said L. M., his heirs and assigns, forever, all the interest which the said G. H. had, on the        day of        18 [naming the day on which the debtor's title was divested by the proceedings], in and to all [description of the premises], together with all and singular the tenements, hereditaments, and appurtenances thereunto belonging, or in any wise appertaining, and the reversion and reversions, remainder and remainders, rents, issues, and profits thereof.

To have and to hold the said above-bargained premises, with the appurtenances, and every part thereof, unto the said party of the second part, his heirs and assigns, to his and their only proper use and behoof forever, as fully and absolutely as the said parties of the first part can and ought to do, pursuant to the statute and their authority, as aforesaid.

In witness whereof the said parties of the first part have hereunto set their hands and seals the day and year first above written.

[Signatures, titles, and seals.]

Signed, sealed, and delivered in the presence of

[Signature of witness.]

#### 15.—*Quit-claim Deed.*

Know all men by these presents that I [or we], A. B., of        county of        State of        [and C. B. his wife], in consideration of        dollars to me [or us] paid by E. F. of        the receipt of which is hereby acknowledged, have remised, released, and forever quit-claimed, and by these presents do for myself, my [or ourselves, our] heirs, executors and administrators, remise, release, and forever quit-claim unto the said E. F., his heirs and assigns, forever, all such right, title, interest [dower, right of dower], property, possession, claim, and demand as I [or as we, or either of us] have or ought to have in or to all [insert description of premises].

To have and to hold the said premises unto the said E. F., his heirs and assigns, to his and their only proper use and behoof forever, so that neither I, the said A. B., or any other person in my name and behalf [or we, the said A. B. and C. D., or either of us, or any other person in our or either of our names and behalf], shall or will hereafter claim or demand any right or title to the premises or any part thereof, but they and every of them shall by these presents be excluded and forever barred.

In witness whereof, I [or we] have hereunto set my [or our] hand[s]  
and seal[s] this        day of        18        .

[Signatures.]    [Seals.]

Signed, sealed, and delivered in the presence of

[Signatures of witnesses.]

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### DELIVERY.

Delivery is the act of transfer of the written title to property (deeds), or of written promises to pay (notes), or of property itself according to contract. It is the final act which completes the contract and makes it irrevocable. When the deed is finally and intentionally handed to the purchaser, his title to the land becomes as good as it formerly was when he was actually given a portion of a sod, or a twig, and put into possession before witnesses who were told of the intention of the parties; but a deed may be delivered in trust, conditionally, not to be complete till the happening of some specified event.

There is no particular form or method of delivery which may be as various as the ways of giving any other paper, though an intention to deliver with all that it implies must exist, and the receiver must accept, with the intention of taking possession of the property conveyed, before the delivery is complete.

Delivery of a note is entirely similar, though it is oftener conditional, and more apt to be imperfect or fraudulent, the paper being less formal. But the imperfect delivery of a note, check, or draft may become binding on the maker if the paper gets into the hands of a holder in good faith who paid value for it, on account of the negotiable quality of the paper. Great care should be taken not to give up notes, etc., until the consideration of them is fully realized, or the contract under which they are given is thoroughly understood and complete. Notes should not be given in advance of a definite settlement or to evidence debts, for many persons have thus been held firmly to a promise they did not intend to make. A contract of sale, exchange, or gift is completed by the delivery of the personal property itself, which is simply giving it up into the possession or dominion of the proper party. It may be symbolical, as by the delivery of a key, the affixing of a mark, by measuring out or setting aside, but always with the intention to part with the property.

The contract of sale is not, however, always followed by delivery, as the article may by agreement remain with the seller. Such agreements are often given to defraud creditors, however, and should be closely watched.

## DIVORCE.

Divorce is the dissolution or partial suspension by law of the marriage relation. Marriage is often called a contract, but it is one that establishes a relation or status and can not be broken or dissolved by mutual consent, nor is the wrong-doing of either party sufficient to authorize a dissolution or break the contract until a solemn judgment of the court or act of legislature formally dissolve the relation. So that usually, if there is no defence to a suit for divorce, the case does not go by default, but is heard, so far as to show its justice or otherwise, and the desire of both parties for the same result, going so far as to produce connivance between them, is ground for denying the divorce. If the offence has been forgiven or condoned, none is granted. So, if the cause is adultery and both are guilty of the same offence.

A decree of the nullity of a marriage is commonly called a divorce. It is granted when one of the parties is shown to have been married to a living party and not divorced, or the marriage was only pretended, forced, or fraudulent, or between parties within the prohibited relationship, but these are also general causes of divorce.

A legal separation which was formerly granted more frequently than at the present time, and which left the parties married with none of the rights of marriage, is called a divorce from bed and board. It grows less common as the laws of divorce grow more liberal. It was granted for causes that are now grounds for a full divorce.

The canonical or scriptural ground of divorce is for adultery only; though impotency is also a general ground for divorce. Adultery and impotency are, as a general rule, grounds for a divorce in all the States and Territories.

The further causes of divorce are best stated in detail, and are as follows :

*Alabama*—Desertion two years, imprisonment two years, the sentence being seven years or more, the crime against nature, drunkenness of husband before marriage if not known, pregnancy of wife at marriage if unknown by the husband, and for cruelty of husband.

*Arizona*—Desertion for one year, cruelty, conviction of felony after marriage, habitual intemperance, if consent of either party to the marriage was obtained by force or fraud.

*Arkansas*—Desertion one year, cruelty, habitual drunkenness for one year, conviction of felony or infamous crime.

*California*—Desertion or neglect one year, cruelty, drunkenness one year, and conviction of felony.

*Colorado*—Desertion one year, want of support one year, husband



being in good health, cruelty, drunkenness one year, conviction of infamous crime.

*Connecticut*—Wilful desertion three years, or seven years' absence, drunkenness, cruelty, conviction of infamous crime.

*Dakota*—Cruelty, desertion, drunkenness, or neglect for one year, and conviction for felony. Desertion, drunkenness, must continue for one year.

*Delaware*—Desertion for three years, drunkenness, cruelty, and conviction for felony, neglect to provide for support of wife for three years.

*District of Columbia*—Desertion for three years, cruelty.

*Florida*—Desertion one year, cruelty, and drunkenness. Applicant must have resided in the State for two years previous to application.

*Georgia*—Desertion for three years, imprisonment two years or longer, cruelty, drunkenness, or pregnancy of wife at marriage unknown to husband.

*Idaho*—Desertion one year, failure to provide—husband having ability—two years, cruelty, drunkenness two years, and conviction of felony, when the sentence is two years' imprisonment or more.

*Illinois*—Desertion or drunkenness for two years, cruelty, attempt on life, and conviction of infamous crime.

*Indiana*—Desertion two years, cruelty, drunkenness, failure to provide for family for two years, and conviction of infamous crime.

*Iowa*—Desertion two years, cruelty, drunkenness, conviction of felony, pregnancy of wife at marriage by another than husband unless husband has illegitimate child unknown to wife.

*Kansas*—Desertion one year, cruelty, drunkenness, neglect, conviction of felony, or pregnancy of wife by another.

*Kentucky*—Desertion one year, cruelty, drunkenness, conviction of felony, loathsome disease, pregnancy of wife by another, and union with religious society requiring renunciation of marriage.

*Louisiana*—Conviction of felony, and after one year after decree of separation for desertion, drunkenness, excess, cruelty, and attempt on life.

*Maine*—Desertion three years, cruelty, or the judge deems it reasonable and proper, conducive to domestic harmony and consistent with the peace and morality of society.

*Maryland*—Desertion three years, and fornication of wife before marriage, separation for cruelty.

*Massachusetts*—Desertion three years, cruelty, drunkenness, neglect to provide if able, uniting with religious society believing the marriage relation unlawful, and sentence to imprisonment for five years.

*Michigan*—Desertion two years, cruelty, neglect to provide if able, and sentence to imprisonment for three years.

*Minnesota*—Desertion three years, cruelty, drunkenness one year, sentence to imprisonment, separation for neglect to provide.

*Mississippi*—Desertion two years, cruelty, drunkenness, and sentence to penitentiary.

*Missouri*—Desertion one year, cruelty, drunkenness, vagrancy of husband, conviction of infamous crime before or after marriage, pregnancy of wife at marriage without husband's knowledge.

*Nebraska*—Desertion two years, cruelty, drunkenness, sentence to imprisonment for three years or more, failure of husband to provide.

*Nevada*—Desertion one year, cruelty, drunkenness, conviction of infamous crime, neglect to provide for one year if not unavoidable.

*New Hampshire*—Desertion or absence three years, cruelty, drunkenness three years, sentence to imprisonment for one year or more, joining religious society believing marriage unlawful.

*New Jersey*—Desertion three years, separation for cruelty.

*New Mexico*—Desertion, cruelty.

*New York*—Separation for desertion and cruelty ; remarriage is not allowed the guilty party divorced for adultery.

*North Carolina*—Pregnancy of wife at marriage without husband's knowledge, separation for desertion, cruelty, and drunkenness.

*Ohio*—Desertion three years, cruelty, drunkenness, three years' imprisonment in penitentiary.

*Oregon*—Desertion three years, cruelty, drunkenness two years, conviction of felony.

*Pennsylvania*—Desertion two years, cruelty, sentence for felony for two years.

*Rhode Island*—Desertion five years or at discretion of court, cruelty, drunkenness, neglect to provide, and civil death.

*South Carolina*—All laws permitting divorce for any cause are repealed.

*Tennessee*—Desertion two years, drunkenness, attempt on life, conviction of infamous crime, pregnancy of wife at marriage without husband's knowledge.

*Texas*—Desertion three years, cruelty, confinement in State prison after one year.

*Utah*—Desertion one year, cruelty, drunkenness, neglect to provide.

*Vermont*—Desertion three years or absence seven years, cruelty, neglect to provide, sentence to three years or more in State prison.

*Virginia*—Desertion five years, conviction of infamous crime after or before marriage, if without knowledge of the other prostitution, or pregnancy of wife before marriage without knowledge of husband ; separation for desertion and cruelty.

*West Virginia*—Desertion three years, sentence to confinement in penitentiary before or after marriage, pregnancy or prostitution of wife before marriage without knowledge, separation for cruelty and drunkenness.

*Wisconsin*—Desertion one year, cruelty, drunkenness, sentence to three years' imprisonment or more.

Desertion must be wilful and continuing at the time of the petition for divorce. Cruelty must be extreme, or dangerous, or barbarous, or inhuman. Drunkenness must sometimes have been contracted after the marriage. Its sufficiency as a cause is weakened if not.

These outlines may serve to show when one has a legal cause of divorce, but when the petition or libel therefor is to be drawn up the words of the statutes in each State must be consulted.

A valid divorce in one State is good in all others (though if there was fraud in procuring it, it may not be upheld in another State), but the court must have had jurisdiction of both parties at the time of granting

the divorce. The time that one must reside in the State in order to be entitled to a decree of divorce varies in each State, though, as a general rule, it is one year.

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### *DOWER.*

[See Husband and Wife.]

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### *DRAFTS.*

[See Commercial Paper.]

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### *EASEMENT.*

Easement is a right which the owner of one parcel of land has by reason of his ownership to use the land of another for a special purpose not inconsistent with a general property in the owner, or, in other words, it is the privilege without a profit which the owner of one piece of land has in the land of another.

The land to which the right attaches is called the dominant estate, while that in or over which the right is to be exercised is called the servient estate.

The following are a few of the many easements :

The right of way which the owner of one piece of land has over the land of another ; the right of receiving and discharging water over the land of another ; the right of having support to buildings from the land of another ; the right of the owner of one piece of land to have the natural flow of water pass from his land over the land of another ; the right to go on the land of another and clear a mill stream or repair its banks ; also the right to light and air.

The right of the public to use a highway is an easement.

An easement frequently arises from a continued use for a long period of time. The use in this case must be adverse, continued, and uninterrupted for the requisite period of time (usually twenty years), as, for example, the continued and uninterrupted use by the public of a road for twenty years.

Easements are divided into two classes—affirmative and negative.

Affirmative easements are those where the servient estate must permit

something to be done thereon, as, for example, to pass over it or to discharge water upon it.

Negative easements are those where the owner of the servient estate is prohibited from doing something otherwise lawful on his estate because it will affect the dominant estate, as, for example, excavating his land and thereby removing the support of a building standing on the dominant estate.

All easements must originate in an express grant, an implied grant, or in prescription.

These easements may be extinguished by abandonment, release, and by merger, as, for instance, where the owner of the one estate acquires the title to the other.

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### EXECUTORS AND ADMINISTRATORS.

An executor is a person whom the testator appoints by his will to carry out his wishes therein expressed.

As a general rule, all persons capable of making wills and many others can be executors.

Executors can be appointed by will or codicil; explicit words of appointment are not necessary, although usual.

An administrator is a person appointed by the proper court to take charge of and distribute the estate of an intestate or of a testator who has no executor. An administrator *with the will annexed* is a person appointed by the court to manage and distribute the estate of the testator when no executor is named in the will, or the person appointed in the will refuses to act, or the executor dies before he has completed his duties as such executor. Both executors and administrators are regarded as the personal representatives of the deceased, having in their hands his means for the purpose of paying his debts, completing his contracts, and of carrying into effect his will if he has left one.

The proper persons to take out letters of administration are, as a general rule, the husband or wife; then the children, male preferred to female; then the father or mother; then the grandparents; and in many of the States a creditor can apply for letters of administration if the proper persons refuse or delay to apply. In general, anybody can be an administrator who can make a contract, but the above parties have the preference.

The authority of an executor dates from the moment of his testator's death; that of an administrator does not exist until letters have been



granted to him, and then it reverts back to the time of the death of the deceased, and then only for the purpose of protecting the estate.

The executor is, as a general rule, required to give a bond before letters testamentary are issued to him, unless this requirement is done away with by statute, or the testator expressly directs in his will that no bond be required.

A bond is always required of an administrator. [See Bonds.]

The duties of executors and administrators being so similar, what follows will be applicable to both.

Immediately after letters testamentary or of administration are issued to a person he must prepare an inventory of the property and file it. He must pay the funeral expenses. Within a convenient time after the death of the deceased he should collect the goods if he can do so peacefully; if not, he should take legal measures; he must collect the goods and chattels and the claims inventoried; he should give notice of his appointment as required by statute, and should advertise for debts and credits; if he is an executor he must follow the directions of the will in reference to personal effects; but if an administrator, he must collect, appraise, and sell the whole; he must keep the money safely, and may be charged interest on it; he must pay the debts in the following order—first, funeral expenses, as referred to above; then United States, State, county, and town debts; then general creditors, after which the legacies are to be paid. If a sufficient amount to pay the debts of the deceased is not realized from the sale of personal property, an application is made to the court issuing the letters, for an order to be allowed to sell the real property. After payment of debts an account of proceeding must be filed in the court issuing the letters; this usually must be done within a year from time of entering on the duties. Neither an executor nor an administrator can act outside of the State in which he was appointed. If either, while in the performance of his duties, makes a bill or note and signs it, adding, “as executor,” or “as administrator,” he is personally liable, unless he expressly limits his promise to pay by the words, “if the assets be sufficient,” or some equivalent words, but such a note or bill would not be negotiable because on condition.

Executors and administrators usually receive a commission for their services. If there are two or more executors and one of them die, the survivors or survivor continue to act. If all die, an administrator is appointed by the court on the application of the proper person.

The executor should notify all parties in interest that on a certain day he proposes to produce the will for probate and apply for letters.

Both executors and administrators should give notice to the parties in interest of their intention to file a final account and ask for a discharge. After the expiration of a certain length of time, usually one year, any party in interest can apply to the court issuing the letters to compel the executor or administrator to account.

### *Form of a Petition for Letters of Administration.*

[To be addressed to the Court of Ordinary, Court of Probate, Orphans' Court, County Court, or Surrogate, or (as the case may be), of the proper County.]

To the Court of Ordinary of        in the State of        :

The petition of        widow, [or son or daughter, etc., as the case may be,] of        late of        deceased, respectfully shows: That on or about the        day of        18        , the said        died, leaving goods, chattels, rights, credits, and real estate in        aforesaid; that, to the best of the knowledge and belief of your petitioner, no last will and testament was left by the said        deceased; that the deceased has left a widow your petitioner, aged        years, and two children,        aged        years, and        aged        years; and that the deceased was, at and immediately preceding his death, an inhabitant of        .

Your petitioner therefore prays that letters of administration may be granted on the estate of the said deceased, and that he [or she] may be appointed the administrator thereof.

[Signature.]

Dated this        day of        A.D. 18        .

### *Form of Advertisement for Granting Letters of Administration.*

NOTICE.—Whereas letters of administration upon [or testamentary to, in case of an executor] the estate of        late of        have been granted to the subscriber, all persons indebted to the said estate are requested to make immediate payment, and those having claims or demands against the same, will make known the same without delay to

[Signature,]

Administrator.

Dated this        day of        18        .

### *Inventory of Property.*

A true and perfect inventory and just appraisement of all and singular the goods and chattels, rights and credits, which were of        late of        county of        and State of        deceased, at the time of his death, to wit: [Here append the inventory, estimating bonds, notes, book-accounts, and the like, under the headings of "good, "doubtful," and "bad"]

If real estate is to be appraised, include that in the same inventory, adding up, however, the inventory of the personal property separately.]

Taken and appraised by us, the      day of      18      .

[Signatures.]

County, ss.

Personally appeared before me, Justice of the Peace, [or any proper officer], in and for the said county      and      who upon their solemn oath [or affirmation], do depose and say, that they, at the request of [as the case requires], did well and truly, and without prejudice or partiality, value and appraise the goods, chattels, and credits which were of deceased, as set forth in the inventory hereto annexed, and in all respects performed their duties as appraisers, to the best of their skill and judgment.

[Signatures.]

Subscribed and sworn [or affirmed] to before me, this      day of      18      .

[Name and title of officer.]

### *Appointment of Appraisers.*

Estate of      deceased.—I,      administrator of      deceased, do hereby certify that I have selected and summoned [here insert names of persons summoned,] disinterested and competent persons, to appraise the personal property elected to be taken and kept by      widow of      under the [reciting section and Act under which claim is made.]

Witness my hand this      day of      18      .

[Signature.]

### *Form for Appraisement.*

IN THE MATTER OF      DECEASED.

The undersigned having been selected and summoned by      administrator of      deceased, to appraise the personal property retained by      widow of      deceased, under the provisions of [reciting as above], and having been respectively sworn [or affirmed], do value and appraise the same as follows, to wit: [inserting articles retained and value of each.]

Witness our hands and seals this      day of      18      .

[Signatures.] [Seal.]

[Seal.]  
[Seal.]

### *Form for Administrator's Account.*

The account of      administrator of all and singular the goods, etc., which were of      late of      county of      yeoman deceased.

18	DR.	Dolls.	Cts.	18	CR.	Dolls.	Cts.
	The said accountant charges himself with all and singular the goods, etc., which were of the said deceased, according to an inventory and appraisal thereof filed in office in amounting to....	10,000	50		The said accountant claims credit and allowance for the following disbursements, viz.:		
Feb. 1	Interest on bonds.....	300	00	Feb. 1	By cash paid for letters of administration..	5	00
"	Interest on note of .....	250	00	"	By cash paid for funeral expenses. ....	100	24
Mar. 1	Interest on bond of .....	75	50	"	By cash paid for medicine.....	10	00
"	Dividend of 4 per ct. on stock.....	450	25	"	By cash paid for servants' wages.....	20	25
"	Dividend of 3 per ct. on R. R. stock....	500	75	"	By cash paid for note to .....	750	00
				"	By cash paid for balance of book account to .....	200	00
				Mar. 1	By cash paid on contract of dec'd with....	5,000	00
				"	By cash paid for state and county tax, for 18 .....	300	60
				June 1	By cash paid for for stating this account.....	25	00
					[If property set apart to widows or children was included in inventory and appraisal, claim a credit for same.]		
					Admin's commission, 5 per ct. on \$12,700 00....	2,000	
					Balance in favor of estate.....	2,965	91
	Sept. 1, 18 .	11,377	00			11,377	00

The following claims exist against the estate of the said intestate :

[Give a list with the particulars of each claim.]

[Signature.]

### *Affidavit of Administrator, etc., to an Account.*

State of      county of      ss.

Before me, [name and title of officer,] personally appeared      administrator [or executor, assignee, trustee, or guardian,] aforesaid, who doth depose and say, that the above-stated account is just and true, to the best of his knowledge and belief.

Subscribed and sworn to [or affirmed] before me this      day of  
18 .

[Signature and title of officer.]

### *EXEMPTION AND HOMESTEAD LAWS.*

By the operation of the exemption laws, a certain portion of personal property, absolutely necessary to live upon, as, for example, barely the



amount of furniture sufficient for the family, provisions for a short time, and implements of labor, and, in most States, a home to live in simply, all being the least amount with which a man may support his family and retain his capacity to earn money with which to pay his debts, are exempted from seizure and sale for debt. This policy is the opposite of the ancient one of imprisonment for debt, which not only cut off all hope of collecting the debt, but created a debt for the community in providing for a helpless family.

Some of our States are quite prodigal in their exemptions.

The amount exempted in each State is as follows :

### *Alabama.*

The personal property of any resident of this State, to the value of \$1,000, to be selected by such resident, shall be exempted from sale on execution or other final process of any court issued for the collection of any debt contracted since July 13, 1868. Every homestead not exceeding eighty acres of land, the dwelling and appurtenances thereon to be selected by the owner, not in village, town, or city, or in line thereof ; at the option of the owner, any lot in a city, town, or village, with the dwelling and appurtenances thereon, owned and occupied by any resident of the State, and not exceeding the value of \$2,000, shall be exempted from sale or execution, or any other final process from court, since the adoption of the present Constitution.

### *Arizona.*

All spinning-wheels and weaving-loom, with the apparatus and stoves put up and kept for use in any dwelling-house ; seat, pew, or slip in house of worship ; cemeteries, tombs, and rights of burial ; arms and accoutrements, wearing apparel, library and school-books not over \$150 in value, and all family pictures, are exempt. To each householder ten goats or sheep, with their fleeces and the yarn or cloth manufactured from the same, two cows, five swine, and provisions for six months, and all household furniture not over \$600 in value. The tools, implement, materials, stock, apparatus, team, vehicle, horses, harness, or other things to enable any person to carry on the profession, trade, occupation, or business in which he is wholly engaged, not over \$600 in value ; one sewing-machine and one musical instrument, a sufficient quantity of hay, grain, feed, and roots for the exempted animals three months. Any chattel mortgage or lien on any of said property is void if not signed by the wife, but a judgment for the purchase-money of the identical article may be executed on it. The homestead, including water right to irrigate, not over \$5,000 in value, is exempt, but not as to mechanic's, laborer's, or vendor's lien. No mortgage, sale, nor alienation of the homestead can be made without wife's signature acknowledged separately.

*Arkansas.*

SEC. 1. The personal property of any resident of the State, not married or the head of a family, in specified articles to be selected by such resident, not exceeding in value \$200, in addition to his or her wearing apparel, is exempt from attachment, execution, or other process for the collection of any debt by contract, except the debt contracted for the purchase thereof while in the hands of the vendor.

SEC. 2. The personal property of any resident of the State, who is married or at the head of a family, in specified articles, to be selected, not exceeding in value \$500, besides his or her wearing apparel and that of the family, is likewise exempt from process for collection of any debt by contract.

SEC. 3. The homestead of any resident of the State, who is married or at the head of a family, is exempt from execution or other process, or the lien of any judgment or decree, except such as may be rendered for the purchase-money, or specific liens, laborers' liens for improving the same, or for taxes, or for moneys due from executors, administrators, receivers, attorneys, or other trustees of an express trust, for moneys due from them in their fiduciary capacity.

SEC. 4. The homestead outside of any city, town, or village shall consist of not more than 160 acres of land, which, with the improvements, must not exceed in value \$2,500, and in no event shall the homestead be reduced to less than eighty acres; the homestead in any city, town, or village shall consist of not more than one acre of land, which, with improvements, must not exceed in value \$2,500, and in no event shall such homestead be reduced to less than one-quarter of an acre of land without regard to value.

The necessary tools and implements of a mechanic for carrying on his trade, all military equipments required by law, and such provisions as are on hand for family use, are exempt.

*California.*

The following property is exempt from any execution for any debt except for the purchase-money, or the debt be secured by mortgage, lien, or pledge: Chairs, tables, desks, and books to the value of \$200; necessary household, table, and kitchen furniture, including sewing-machine, stove, stove-pipes and furniture, wearing apparel, beds, hanging pictures, provisions for three months, three cows and calves, four hogs with their pigs, and food for such cows and hogs for one month; farming utensils, etc.; two oxen or two horses or two mules and their harness, one cart or wagon and food for the animals one month; seed, grain, or vegetables on hand and reserved for planting within six months not over \$200 in value; seventy five bee-hives and one horse or vehicle of any person maimed or crippled; tools or implements of mechanic or artisan; notary's seal, office furniture, and records; instruments of a surgeon, physician, music-teacher, surveyor, or dentist; books, professional libraries, and office furniture of attorneys, judges, ministers of the Gospel, editors,

school and music teachers, and all the indexes, abstracts, books, papers, maps, and office furniture of searcher of records, miner's cabin, not over \$500 in value ; also sluices, pipes, tools, etc., not to exceed \$500 in value ; and two horses, mules, or oxen and their food one month ; when used for any windlass, derrick, car, pump, or hoisting gear, and the miner's claim worked by him not over \$1,000 in value ; and one cart, wagon, dray, truck, coupé, hack, or carriage for one or two horses, by the use of which a cartman, drayman, truckman, huckster, pedlar, hackman, teamster, or other laborer habitually earns his living ; and one horse, vehicle, and harness used by physician, surgeon, constable, or minister of the Gospel and food for the animals one month ; poultry not over \$25 in value ; personal earnings within thirty days of levy if necessary for the family, but only one-half of the same if the debt is for necessities of life ; shares in homestead associations not over \$1,000 in value ; if no homestead, nautical instruments and wearing apparel of any master, officer, or seaman of any vessel ; life insurance policies and their benefits, if the annual premium is not over \$500 ; all fire-engines, etc. ; all fire-arms required by law to be kept and one gun selected ; all court-houses, jails, public offices, buildings, cemeteries, etc. ; homestead not over \$5,000 in value selected, or, if a single person, the homestead must not exceed \$1,000 in value.

### *Colorado.*

Household furniture not over \$100, provisions for six months, tools, implements, or stock in trade \$200, library and implements of any professional man not over \$300, working animals \$200, one cow and calf, ten sheep and their food six months ; farm-wagon, cart, or dray, one plow one harrow, and other farm implements, including harness and tackle for team, not over \$50 in value, are exempt ; homestead \$2,000, but the word "homestead" must be entered in the margin of the recorded title.

### *Connecticut.*

Necessary apparel and bedding ; household furniture necessary for supporting life ; arms, military equipments, implements of the debtor's trade ; one cow, ten sheep, not over \$150, are protected ; and certain specified amounts of family stores ; one stove ; the horse, saddle, and bridle ; buggy and harness, not over \$250, of any practicing physician or surgeon ; one sewing-machine in use, one pew in church in use, and a library not over \$500 in value ; one boat used in fishing, not over \$200 in value ; and pay and bounty, whether public or private, of soldiers in the service of the State or United States, are all exempt. No homestead.

### *Dakota.*

Family pictures, pew, burial lot, Bible, school-books, and library, not over \$100 ; wearing apparel, provisions for one year, fuel for one year, and homestead are absolutely exempt ; \$1,500 of other personal property

to be selected is exempt with the alternative of selecting a limited amount out of each of certain kinds of property detailed to a rather greater aggregate; but none but the absolute exemption applies to laborers' or mechanics' wages or physicians' bills. Homestead is absolutely exempt, except for taxes and mechanic's and other liens, not over 160 acres or one acre in town, without limitation as to value.

### *Delaware.*

Bible, school-books, and library; pictures, pew, burial lot, wearing apparel, and, in addition, tools, implements, and fixtures necessary to trade or business—\$75 in Newcastle and Sussex counties, \$150 in Kent; other household goods up to \$200 in Newcastle and \$150 in Kent are exempt; sewing-machines and wages in Newcastle county are exempt.

### *District of Columbia.*

Wearing apparel of all persons, household furniture of householders, to the value of \$300, provisions and fuel for three months, tools and implements of trade or business to the value of \$200, stock for carrying on business to the value of \$200, library and implements of professional man or artist in value \$300, horse, mule, or yoke of oxen and cart, wagon, or dray and harness for such team, farming utensils, and food for team for three months, and, if farmer, \$100 worth of other farming tools; family pictures and library to the value of \$400; one cow, one swine, six sheep, wearing apparel, household furniture, and provisions are exempt from wages of laborers, servants, or clerks; wages two months, not over \$200 of married person.

### *Florida.*

Homestead of 160 acres of land and improvements, if in the country; a residence and one-half acre of ground, if in a village or city; together with \$1,000 worth of personal property are exempt. An additional sum of \$1,000 worth of property is exempt from all debts incurred prior to May 10, 1865.

### *Georgia.*

The equipments of military men and the horses and wearing apparel of troopers, two beds and bedding, a spinning-wheel and two pairs of cards, a loom, common tools of the debtor's trade, ordinary cooking utensils, \$30 worth of provisions and the family Bible, a cow and a calf, one horse or mule to the value of \$50, and ten swine are exempt. The same privileges are extended to widows and their families while the widows remain single.

Each head of a family, every aged or infirm person, or person having the care and support of dependent females of any age, who is not the



head of a family, or guardian or trustee of a family of minor children, is entitled to a homestead of realty or personalty, or both, to the value in the aggregate of \$1,600.--(Constitution of 1877.) Or the exemption by prior laws may be had, but it is not so large.

### *Idaho.*

Same as California, except that a life insurance with premium of \$250 annually is allowed.

### *Illinois.*

Lot of ground and buildings thereon occupied as a residence by the debtor, being a householder and having a family, to the value of \$1,000 are exempt. Exemption continues after the death of the householder for the benefit of widow and family, some one of them occupying the homestead until youngest child shall become twenty-one years of age and until death of widow. No release or waiver of exemption is valid, unless in writing and subscribed by such householder and wife (if he have one), and acknowledged as conveyances of real estate are required to be acknowledged.

The following articles of personal property owned by the debtor are exempt from execution, writ of attachment and distress for rent: the necessary wearing apparel, Bibles, school-books, and family pictures of every person; \$100 worth of other property to be selected by the debtor; and, in addition, when the debtor is the head of a family and resides with the same, \$300 worth of other property, also to be selected by the debtor:—provided such selection shall not be made from money, salary, or wages due the debtor. Wages of a laborer, who is head of a family, can not be garnisheed, except the sum due him be in excess of \$25.

This exemption, however, does not prevent the sale of land for taxes or debts incurred for the purchase or improvement of the land, or incurred prior to the recording of the notice of redemption.

If the creditor or officer holding the execution thinks the property claimed is worth more than one thousand dollars, the officer may summon six qualified jurors of his county to appraise the premises upon oath, if, in their opinion, the property can be divided without injury.

### *Indiana.*

Any resident householder has an exemption from levy and sale under execution or attachment of real or personal property, or both, as he may select, to the value of \$600 on demands on contracts. The law further provides that no property shall be sold by virtue of an execution for less than two-thirds of its appraised cash value. The provisions of this law can be waived in contracts. To do this the note or contract should read, "Payable without relief from valuation or appraisement laws."

*Iowa.*

All wearing apparel kept for actual use and suitable to the condition of the defendant, with the trunks or other receptacles in which it is contained, even though the debtor is a non-resident; one musket or rifle; the tools, instruments, and books used in the practice of a debtor's business or profession; the horse, harness, and wagon used by a physician, clergyman, or public officer, or by the use of which a farmer or laborer gains a subsistence; all libraries, family Bibles, portraits, and paintings; a pew occupied by the debtor or his family in any house of public worship; and an interest in a public or private burying-ground not to exceed one acre for any one defendant.

If the debtor be the head of a family, there is a further exemption of one cow and calf, one horse, unless exempted as above, fifty sheep and the wool therefrom; five hogs and all pigs less than six months old; the food necessary for the subsistence of the animals for sixty days; flax raised by the defendant and the manufactures therefrom; all cloth manufactured by the defendant not exceeding one hundred yards; household and kitchen furniture to the value of \$100; all spinning-wheels and looms and other instruments of domestic labor kept for actual use; a bedstead and bedding for every two in the family, and the necessary provisions and fuel for the use of the family for six months; tools, instruments, or books, and team if used in getting a living; printing press and plant to the value of \$1,200.

If debtor has started to leave the State, only \$75 is exempt. No exemption from debt for purchase-money.

The earnings of the debtor, by his own personal services or those of his family, at any time within ninety days next preceding the levy, are also exempt.

*Homestead.*—The homestead of every family is exempt, except for a mechanic's lien, or for debt contracted prior to the purchase of the homestead, or for debt created by written contract, signed by parties having full power to convey the homestead, in which it is expressly stipulated that the homestead shall be liable for such debt. In no case, excepting a mechanic's lien, can a homestead be sold until all other property of the defendant is exhausted. A widow or widower, though without children, shall be deemed the head of the family while continuing to dwell in the house used as a homestead previous to the death of the husband or wife. If the owner is married, a conveyance of the homestead is invalid unless husband and wife join in the deed. If within a town, the homestead must not exceed half an acre in extent; if in the country, it is limited to forty acres.

*Kansas.*

A homestead to the extent of one hundred and sixty acres of farming land, and one acre within the limits of an incorporated town or city, occupied as a residence by the family of the owner, together with all the improvements on the same, shall be exempt from forced sale under any process of law, and shall not be alienated except by joint consent of hus

band and wife when that relation exists. No value is affixed to the homestead. It may be worth a million dollars. No personal property is exempt for the wages of a servant, mechanic, laborer, or clerk. Every person residing in this State, and being the head of a family, shall have exempt from seizure upon attachment or execution or other process issued from any court in this State : family Bible, school-books, and family library ; family pictures and musical instruments used by the family ; a seat or pew in any church or place of public worship, and a lot in any burial-ground ; all wearing apparel of the family, all beds, bedsteads, and bedding used by the debtor and his family, one cooking-stove and appendages, and all other cooking utensils, and all other stoves and appendages necessary for the use of the debtor and his family, one sewing-machine, spinning-wheel, and all other implements of industry, and all other household furniture not herein enumerated, not exceeding \$500 ; two cows, ten hogs, one yoke of oxen, and one horse or mule, or in lieu of one yoke of oxen and one horse or mule, a span of horses or mules, and twenty sheep and their wool ; necessary food for the support of the stock for one year, one wagon, two plows, drag, and other farming utensils, not exceeding \$300 ; grain, meat, vegetables, groceries, etc., for the family for one year, the tools and implements of any mechanic, miner, or other person, kept for the purpose of carrying on his business, and in addition thereto stock in trade not exceeding \$400 in value, library, implements, and office furniture of any professional man.

### *Kentucky.*

On all debts or liabilities created after the first day of June, 1866, so much land, including the dwelling-house and appurtenances, as shall not exceed in value \$1,000 ; one work beast or yoke of oxen, two cows and calves, five sheep, wearing apparel, and the usual household and kitchen furniture of about the value of \$100. Also one sewing-machine ; libraries of preachers, professional libraries of lawyers, physicians, and surgeons, and their instruments, to the value of \$500 ; the wages, not to exceed \$50, of all persons who work for wages, mechanics' tools to value of \$100.

### *Louisiana.*

Wearing apparel, necessary household furniture, accoutrements, tools, and instruments of calling, trade, or profession, arms, etc., portraits and musical instruments are exempt.

*Homestead.*—One work-team, two cows and calves, twenty-five hogs, one thousand pounds of bacon and corn and fodder for the current year, in all not over \$2,000, but no exemption if wife is in the enjoyment of \$2,000, or more.

### *Maine.*

The wearing apparel of the debtor and his family ; one bedstead, bed, and necessary bedding for every two persons in the family, and other household furniture to the value of fifty dollars ; the tools necessary for the debtor's trade or occupation ; all the Bibles and school-books in

actual use in the family, and one copy of the State statutes ; stoves used exclusively for warming buildings ; one cow and one heifer, till she becomes three years old ; two swine, one of which shall not weigh more than one hundred pounds ; (and when the debtor owns a cow and a heifer more than three years old, or two swine, each weighing more than one hundred pounds, he may elect the cow or the heifer, or either of the swine, to be exempted ;) ten sheep and the wool from them ; thirty hundred weight of hay for the cow, and two tons for the sheep, and a sufficient quantity for the heifer, proportioned to its age ; the produce of farms while standing and growing and until harvested, and sufficient corn and grain for the sustenance of the debtor and his family, not exceeding thirty bushels ; one pew in any meeting-house where he and his family stately worship ; all potatoes raised or purchased for the consumption of himself and family ; firewood, not exceeding twelve cords, conveyed to his house for his use ; one boat, not exceeding two tons burden, being owned wholly by an inhabitant of the State, and usually employed in the fishing business ; one cart, of the value of twenty-five dollars ; one harrow, five dollars ; one plow, ten dollars ; one cooking-stove, thirty-five dollars ; anthracite coal, five tons ; bituminous coal, fifty bushels ; and all charcoal on hand ; one pair of bulls, steers, or oxen, together with hay enough to keep them through the winter ; one ox-yoke, with bows, ring, and staple, to the value of three dollars ; two chairs, three dollars each ; one ox shed, ten dollars ; one or two horses, instead of oxen, to the value of one hundred dollars ; one barrel of flour and ten dollars' worth of lumber, wood or bark ; also, a lot of land, not exceeding half an acre, used solely as a burying-ground, are exempt. One sewing-machine, worth not over one hundred dollars, kept for actual use by debtor or his family. All flax raised on one-half acre of ground for use of producer and family, and all articles manufactured therefrom.

*Homestead.*—The head of any family, or any householder wishing to exempt his homestead, consisting of a lot of land with dwelling-house and outbuildings thereon, may file a certificate signed by himself, which shall declare his wish and describe his homestead, with the Register of Deeds for the county wherein his homestead lies ; and so much of the property as does not exceed five hundred dollars in value shall be forever exempt from liability for any debt contracted after the recording of the certificate. The widow and minor children of any person deceased who held property thus exempt, may continue to hold the premises exempt during the minority of the children, or while the widow remains single.

### *Maryland.*

Wearing apparel, books, and mechanics' tools, not kept for sale, and \$100 of other property are exempt.

### *Massachusetts.*

All the necessary wearing apparel of the debtor and his family ; one bedstead, bed, and the necessary bedding for every two persons in the family ; one iron stove in use in the dwelling-house, and fuel to the value



of twenty dollars, designed for the use of the family ; other necessary household furniture, to the value of one hundred dollars ; the Bibles and school-books used in the family ; one cow, six sheep, not exceeding thirty dollars in value ; one swine, and two tons of hay ; the tools and implements of the debtor necessary for carrying on his trade or business, and not exceeding one hundred dollars in value ; the materials and stock in trade for carrying on his business, not beyond one hundred dollars ; the uniform, arms, and accoutrements required by law, belonging to a member of the militia ; ammunition and provisions intended for the use of the family, not exceeding fifty dollars in value, and rights of burial and tombs while in use as repositories for the dead are exempt.

The lot and buildings thereon to the value of \$800, owned and occupied as a residence by the debtor, or the buildings so occupied and owned, situated on land in the rightful possession of the debtor and his family, by lease or otherwise, are exempt. Such exemption can only be released by a deed, acknowledged and recorded as in the case of conveyances of real estate. The exemption continues, after the death of the debtor, for the benefit of the widow and children, if some of them continue to occupy it, until the youngest child is twenty-one years of age, and until the marriage or death of the widow. To entitle property to such exemption, the owner must have set forth his intention to hold the same as a homestead in his deed of purchase, or must declare his intention in writing, and have it recorded in the registry of deeds in the county wherein the land lies. Such property, however, is not exempt from levy for taxes, or for a debt contracted for the purchase, or for the ground rent of the lot whereon the buildings are situated, or for any debt contracted previously to the recording of the intention to hold the property as a homestead. No conveyance of exempt property by a married man is valid unless the wife joins in the conveyance.

### *Michigan.*

All spinning-wheels and weaving-loom, with the apparatus ; stoves kept for use ; the pew occupied by the debtor and his family ; all rights of burial ; the arms and accoutrements required by law ; the wearing apparel of the family ; the library and school-books, to the value of one hundred and fifty dollars ; all family pictures ; ten sheep, with their fleeces, and the yarn or cloth manufactured therefrom ; two cows, five swine, and provisions and fuel for the subsistence of the debtor and his family for six months ; household goods, furniture, and utensils, to the value of two hundred and fifty dollars ; hay, grain, etc., enough to keep properly for six months the forementioned stock ; and the tools, implements, materials, stock, apparatus, team, harness, or other things to enable any person to carry on his profession or trade are exempt. The property, however, with the exception of mechanical tools and implements of husbandry, is not exempt from execution on demand for the purchase-money. By the constitution, such personal property as is designated by law shall be exempted, to the amount of not less than five hundred dollars, from execution for any debts contracted after January 1, 1851. Any chattel mortgage, bill of sale, or lien, on exempt property, is void, unless signed by the wife.

*Homestead.*—Any quantity of land not exceeding forty acres, if not included in any recorded town-plot, city, or village, or one lot, if within any such, with the house and its appurtenances thereon, owned and occupied by a resident of the State, and the whole not exceeding fifteen hundred dollars in value, is exempt. This exemption, however, does not extend to any mortgage on the homestead lawfully obtained; but no mortgage or other alienation of the homestead by the owner, if a married man, is valid, without the signature of his wife, except the mortgage is given to secure the payment of purchase-money. Such a homestead is exempt after the death of the owner during the minority of his children; and if he has no children, but leaves a widow, it shall be exempt, and the rents and profits thereon shall accrue to her during her widowhood, unless she is the owner of a homestead in her own right. But the children or widow must occupy the homestead, to have the benefit.

### *Minnesota.*

The family Bible, family pictures, school-books, or library, and musical instruments for use of family; a seat or pew in any house or place of public worship; a lot in any burial-ground; all wearing apparel of the debtor and his family; all beds, bedsteads, and bedding kept and used by the debtor and his family; all stoves and appendages; all cooking utensils, and all other household furniture not herein enumerated, not exceeding five hundred dollars; three cows, ten swine, one yoke of oxen, and one horse; in lieu of one yoke of oxen and a horse, a span of horses or mules; twenty sheep and the wool from the same, either in the raw material or manufactured into yarn or cloth; the necessary food for all the stock mentioned in this section, for one year's support, either provided or growing, or both, as the debtor may choose; also one wagon, cart, or dray, one sleigh, two plows, one drag, and other farming utensils, including tackle for teams, not exceeding three hundred dollars in value; the provision for the debtor and his family necessary for one year's support, either provided or growing, or both, and fuel necessary for one year; the tools and instruments of any mechanic, miner, or other person, used and kept for the purpose of carrying on his trade or business, and in addition thereto, stock in trade not exceeding four hundred dollars in value: the library of any professional man; all of which articles hereinbefore intended to be exempt, shall be chosen by the debtor, his agent, clerk, or legal representative, as the case may be, are exempt.

Nothing in this act shall be so construed as to exempt any property in this State from execution or attachment for clerks', laborers', or mechanics' wages.

Any quantity of land, not exceeding eighty acres, and the dwelling-house thereon and its appurtenances, to be selected by the owner thereof, and not included in any incorporated town, city, or village, or instead thereof, at the option of the owner, a quantity of land not exceeding in amount one lot, being within an incorporated town, city, or village, and the dwelling-house thereon and its appurtenances, owned and occupied by any resident of this State, shall not be subject to attachment, levy, or sale upon execution or any other process, issuing out of any court within

this State. This section shall be deemed and construed to exempt such homestead in the manner aforesaid, during the time it shall be occupied by the widow entitled. Mortgage must be signed by the wife unless for purchase-money.

### *Mississippi.*

Two horses or mules, or one yoke of oxen ; two cows and calves, five head of stock, hogs, five sheep ; 150 bushes of corn ; 300 bundles of fodder ; ten bushels of wheat or rice ; 200 pounds of meat ; one cart or wagon, not worth over \$100 ; sewing-machine, household furniture, not over \$100 ; crops while growing, are exempt. For persons living, \$250 worth of personal property in lieu of the above. Tools of a mechanic, implements of a farmer or laborer, books of a student, wearing apparel ; libraries of attorneys, physicians, and ministers ; instruments of surgeons and dentists ; arms and accoutrements of militiamen ; apparatus of teachers, are also exempt. The amount of \$10,000 life insurance from the debts of the deceased.

Homestead \$2,000 in value or 160 acres.

### *Missouri.*

Wearing apparel and tools of non-householder and of head of a family ; ten hogs, ten sheep, and their product ; two cows and calves ; four plows, one axe, one hoe, and one set of plow gears and farm implements for one man ; working animals, \$150 ; spinning-wheel and cards, one loom and apparatus, spun yarn, etc. ; hemp, flax, or wool, twenty-five pounds of each ; wearing apparel of family ; household furniture, \$100 ; Bibles and books, gravestones, pew, tools, are exempt. Lawyers, physicians, and ministers may select books instead of other property.

Homestead to the value of \$3,000 and eighteen square rods of ground in cities of over 40,000 inhabitants ; \$1,500 and thirty square rods of ground in cities having a population of between 10,000 and 40,000 ; in other cities \$1,500 and five acres, and in country \$1,500 and 160 acres. Homestead is subject to incumbrance and conveyance, except upon abandonment, when wife may file a claim and make her consent necessary.

### *Nebraska.*

Five hundred dollars in personal property if the debtor has no lands. Clothing supplies six months ; supplies for animals three months ; furniture, etc., tools, etc., except for wages or money held by attorney received for persons suing, are exempt.

Homestead \$2,000 and 160 acres or two city lots are also exempt.

### *Nevada.*

Chairs, tables, desks, and books to the value of \$100 are exempt. Necessary household furniture, wearing apparel, beds, bedding, provisions, and firewood sufficient for one month. Farming utensils ; also two oxen or



two horses, or two mules and their harness; two cows, and one cart or wagon; and food for such oxen, horses, cows, or mules, for one month; also all seed, grain, or vegetables actually provided, reserved, or on hand for the purpose of planting or sowing, at any time within the ensuing six months, not exceeding in value \$400. The tools and implements of a mechanic or artisan necessary to carry on his trade; the instruments and chests of a surgeon, physician, surveyor, and dentist, necessary to the exercise of their profession, with their scientific and professional libraries, and the libraries of an attorney or counsellor, and the libraries of ministers of the gospel. The cabin or dwelling of a miner, not exceeding in value \$500; also all tools and implements necessary for carrying on any mining operation, not exceeding in value \$500; and two horses, mules, or oxen, with their harness, and food for the same for one month, when necessary to be used in such mining operations. Two oxen, two horses, or two mules, and their harness, and one cart or wagon, by the use of which a cartman, huckster, peddler, teamster, or other laborer, habitually earns his living; and one horse, with vehicle and harness, or other equipments, used by a physician or surgeon or minister of the gospel in making his professional visits, and food for such oxen, mules, or horses, for one month. One sewing-machine, not exceeding in value \$150, in actual use by the debtor or his family. All arms, uniforms, and accoutrements required by law to be kept by any person.

The homestead, consisting of a quantity of land, together with the dwelling-house thereon and its appurtenances, not exceeding in value the sum of five thousand dollars, to be selected by the owner thereof, shall not be subject to forced sale on execution, or on any final process from a court, for any debt or liability contracted or incurred at any time, in any other place than in this Territory, or for any debt or liability contracted in this Territory, after thirty days from the passage of this act, November 13, 1861; provided the possessor thereof did not acquire the means of procuring such homestead through fraud or false representations.

Such exemption shall not extend to any mechanic's, laborer's, or vendor's lien, or to any mortgage lawfully obtained; but no mortgage, sale, or alienation of any kind whatever, of such land by the owner thereof, if a married man, shall be valid without the signature of the wife to the same, acknowledged by her separately and apart from her husband; provided, that the wife be a resident of this Territory, and that such signature and acknowledgment shall not be necessary to the validity of any mortgage upon the land, executed before it became the homestead of the debtor, or executed to secure the payment of the purchase-money.

The homestead and other property exempt from forced sale, upon the death of the head of the family, shall be set apart by the probate court for the benefit of the surviving wife and his own legitimate children, provided, that the exemption, as provided in this section, shall not extend to unmarried persons, except when they have charge of minor brothers or sisters, or both, or brothers' or sisters' minor children, or a mother, or unmarried sisters living in the house with them.

Nothing in this act shall be so construed as exempting any real or personal property from sale for taxes.



*New Hampshire.*

All the necessary wearing apparel of the debtor and his family ; bedsteads, beds and bedding for the family ; household furniture to the value of \$100 ; all the Bibles and school-books in use in the family ; one cow, four tons of hay ; one hog and one pig, and the pork of the same when slaughtered ; tools of the debtor's occupation, to the value of \$100 ; six sheep and their fleeces ; one cooking-stove and its appendages ; provisions and fuel to the value of \$50 ; the debtor's interest in one pew in any meeting-house, and in one lot in any cemetery, are all exempt. Also the uniform, arms, or equipments of every officer and private in the militia, a library to the value of \$200, and one sewing-machine.

The homestead of a householder is exempt from execution on any cause of action which has accrued since January 1, 1852. It must not exceed in value five hundred dollars, and is not subject to devise so long as the widow or minor children shall occupy the same ; and no release or waiver of this exemption is valid unless made by deed executed by the husband and wife ; or, if the wife be dead, and there be minor children, then by deed executed by the husband with the consent of the judge of probate in the county in which the land is situate, endorsed on the deed. The exemption extends to any interest, not exceeding five hundred dollars in value, which the debtor may have in a building occupied by him as a homestead, though standing on land owned by another.

The sheriff, holding an execution about to be levied on lands and tenements, is required, on application of the debtor or his wife, to cause a homestead, not exceeding five hundred dollars in value, to be set off from the lands and tenements of the debtor, in the following manner : Three sworn appraisers, disinterested and discreet persons, residents in the county, are chosen ; one by the officer, one by the creditor, and one by the debtor, who proceed to set off a homestead by metes and bounds, and their set-off and assignment is returned by the officer for record in court. The court out of which the writ of execution or attachment is sued, may, upon good cause shown, order a reappraisement and reassignment by the same or other appraisers, under instructions from the court, and the reappraisement is returned and recorded in the same manner as the first. When the homestead of any head of a family, in the opinion of the appraisers, can not be divided without injury and inconvenience, they shall make an appraisement of the whole property. The appraisement is delivered by the officer to the execution debtor, or to some member of his family old enough to understand it, with a notice attached, that unless the execution debtor shall within sixty days pay to the officer the surplus value over five hundred dollars, the premises will be sold. If the surplus is not paid, the officer, observing all the forms required, makes a sale of the premises, and out of the proceeds pays to the execution debtor, if his wife gives her written consent to such payment, the sum of five hundred dollars. If the wife does not consent to such payment, the officer must deposit the amount in some savings institution, to the joint credit of husband and wife, and to be withdrawn only by their joint order, or by the order of the survivor in case of the death of either.

The amount is exempt for one year from the date of payment or deposit. The balance of proceeds of sale is applied on the execution. No sale can, however, be made unless more than five hundred dollars is bid ; if less, the execution may be returned unsatisfied.

### *New Jersey.*

Goods and chattels to the value of two hundred dollars, and all wearing apparel for the use of the debtor and his family, and a homestead valued at \$1,000, are exempt.

### *New Mexico.*

If debtor is head of a family, the clothing, beds, bed-clothing, firewood for thirty days, Bibles, hymn-books, school-books, used by family; family pictures and provisions not exceeding twenty-five dollars in value, and furniture not exceeding ten dollars in value, are exempt. Tools and implements necessary for debtor to carry on his trade not exceeding twenty-five dollars in value. Homestead \$1,000.

### *New York.*

Necessary household furniture, working tools and teams, professional implements, furniture, and library not over \$250 in value, and ninety days' food for team. Sixty days' earnings can not be taken on supplemental proceedings, if necessary for family.

The lot, and buildings thereon, to the value of one thousand dollars, occupied as a residence, and owned by the debtor, is exempt from execution. The exemption continues after the death of the householder, for the benefit of the widow and family, until the youngest child becomes of age, and until the death of the widow, provided one or more of the family occupy the premises. No release of the exemption is valid unless made in writing subscribed by the householder, and acknowledged in the same manner as a conveyance of real estate. To entitle property to exemption, the conveyance must show the design of the householder to hold it as a homestead, or a notice of his intention, containing a full description of the property, must be executed and acknowledged by the owner, and recorded in the office of the clerk of the county wherein the homestead is situated, in a book provided for that purpose, and known as the "Homestead Exemption Book." No property is exempt from sale for non-payment of taxes or assessments, or for a debt contracted for the purchase-money of the premises, or contracted prior to the recording of the deed or notice as above required.

If the sheriff holding the execution thinks that the premises claimed as exempt are worth more than one thousand dollars, he shall summon six qualified jurors of his county, who shall, upon oath, to be administered to them by the sheriff, appraise the premises; and if, in their opinion, the premises may be divided without injury to the interests of the parties, they shall set off as much of the premises, including the dwelling-house, as they value at one thousand dollars, and the residue

may be sold by the sheriff. In case the premises exceed one thousand dollars in value but can not be divided, they shall deliver an appraisal of the value of the property to the sheriff, who delivers a copy to the execution debtor, or to some of his family of suitable age to understand it, with a notice attached, that unless the execution debtor pays to the sheriff, within sixty days, the surplus over and above one thousand dollars, the premises will be sold. In case the surplus is not paid within sixty days, the sheriff may sell the property, pay to the execution debtor one thousand dollars of the proceeds, which shall be exempt from execution for one year thereafter, and apply the balance to the execution. Unless upward of one thousand dollars is bid, no sale shall be made, and in such case the sheriff may return the execution unsatisfied. The expenses of thus selling a homestead are to be included in the costs upon the execution.

### *North Carolina.*

Personal property, to the value of five hundred dollars, to be selected by any resident of the State, is exempt.

Every homestead, and dwellings and buildings used therewith, not exceeding in value \$1,000, to be selected by the owner thereof; or in lieu thereof, at the option of the owner, any lot in any city, town, or village, with the dwellings used thereon, owned and occupied by any resident of the State, and not exceeding the value of \$1,000.

### *Ohio.*

Every unmarried woman may hold—wearing apparel to the value of \$100; sewing-machine, knitting-machine, Bible, and books \$25. The head of a family may hold the wearing apparel of such family, beds, bedsteads, bedding necessary for the use of the family; two stoves and pipe, fuel sufficient for sixty days, tools necessary for carrying on his or her trade or business, not exceeding \$100 in value; certain domestic animals and their food for sixty days, or furniture \$65; books and pictures, provisions \$50; sewing-machines, knitting-machines, tools \$100; the personal earnings of the debtor and his or her minor child or children for three months when necessary to the support of debtor. In case the debtor is not the owner of a homestead, he is entitled to hold exempt from levy and sale personal property not exceeding \$500 in addition to the amount of chattel property aforesaid and specimens.

The family homestead is exempt from execution, provided it does not exceed \$1,000 in value.

On petition of executors or administrators to sell the lands of a deceased debtor to pay his debts, if the deceased has left a widow or minor child or children unmarried, the appraisers shall set apart a homestead, and the homestead shall remain exempt so long as any unmarried minor child resides thereon, although the widow may have previously died, and although the parent from whom the homestead descended may have left neither wife nor husband surviving. Every widow or widower having an unmarried child or children residing with him or her, and mar

ried persons living together as man and wife, though without children, are entitled to the privileges of homestead exemption, as also are persons owning dwellings occupied by themselves as homesteads, though built upon land owned by another.

When, in the opinion of the appraisers, it would injure the property of the debtor to separate the homestead, the plaintiff in execution receives in lieu of the proceeds of the sale such a sum annually, above \$100, as the appraisers shall decide upon as a reasonable rent; and he continues to receive this rent in quarterly payments until the debt, interest, and costs are paid. The payments are to be made quarterly, and if within ten days after the payment becomes due the defendant does not pay the same, the officer proceeds to sell the homestead, observing the same process provided in other cases for the sale of real property. But the homestead can not be sold for less than its appraised value. The plaintiff, when in receipt of rent, may cause a reappraisement as often as once in two years, and the rent shall be paid according to the new appraisement; if between any two appraisements the value of the homestead has not increased one hundred dollars, the costs of the appraisements must be paid by the plaintiff.

### *Oregon.*

Books, pictures, and musical instruments, owned by any person to the value of \$75; necessary wearing apparel owned by any person to the value of \$100, and if such person be a householder, for each member of his family to the value of \$50; the tools, implements, apparatus, team, vehicle, harness or library, necessary to enable any person to carry on the trade, occupation, or profession by which such person habitually earns his living, to the value of \$400; also sufficient quantity of food to support such team, if any, for sixty days. The word team, in this subdivision, shall not be construed to include more than one yoke of oxen, or a pair of horses or mules, as the case may be; to each householder, ten sheep, with one year's fleece, or the yarn or cloth manufactured therefrom; two cows and five swine; household goods, furniture and utensils to the value of \$300; also food sufficient to support such animals, if any, for three months, and provisions actually provided for family use, and necessary for the support of such householder and family for six months; the seat or pew occupied by a householder or his family in a place of worship; but no article of property mentioned shall be exempt from execution issued on a judgment for its price, or upon a mortgage thereon.

### *Pennsylvania.*

Property to the value of \$300, over and above all wearing apparel of defendant and his family, and all Bibles and school-books used in the family, are exempt. The debtor must elect to retain either real or personal estate of the value mentioned. Bonds, mortgages, or other contracts for the purchase-money of real estate, are excepted from the operation of the statute.



*Rhode Island.*

Wearing apparel and working tools, to the value of \$200 ; household furniture and family stores to the value of \$300 ; Bibles, school-books ; one cow and one and a half tons of hay ; one hog and one pig, and the pork of same ; arms, etc., of a militiaman ; pew, burial lot ; mariner's wages for the voyage in which earned ; bills of exchange and promissory notes, and ten dollars wages, are exempt.

*South Carolina.*

The family homestead of the head of each family residing in the State—such homestead consisting of the dwelling-house, outbuildings, and land appurtenant, not to exceed the value of \$1,000, and yearly product thereof—should be exempt. Personal property of such person of the following character, to wit : Household furniture, beds and bedding, family library, arms, carts, wagons, farming implements, tools, neat cattle, work animals, swine, goats and sheep, not to exceed in value in the aggregate the sum of \$500, should be subject to like exemption as said homestead, and that there should be exempt in addition thereto all necessary wearing apparel except for purchase-money.

*Tennessee.*

Two beds, bedsteads, and necessary clothing for each, and for each three children an additional bed, bedstead, and clothing, such bedstead not exceeding \$25 in value ; one cow and calf, and if family consists of six persons, two cows and calves ; one dozen knives and forks, one dozen plates, half dozen dishes, one set tablespoons, one set teaspoons, one bread-tray, two pitchers, one waiter, one coffee-pot, one tea-pot, one canister, one cream-jug, one dozen cups and saucers, one dining-table and two table-cloths, one dozen chairs, one bureau not exceeding \$40 in value, one safe or press, one wash-basin, one bowl and pitcher, one washing kettle, two washing-tubs, one churn, one looking-glass, one chopping-axe, one spinning-wheel, one loom and gear, one pair cotton cards, one pair wool cards, one cooking-stove and utensils not exceeding \$25 in value, one cradle, one Bible and hymn-book, all school-books, two horses or mules, or one of each, or one yoke of oxen, one ox-cart, ring, staple, and log-chain, one two-horse or one-horse wagon not exceeding \$75 in value, and harness ; one man's saddle, one woman's saddle, two riding-bridles, twenty-five barrels of corn, twenty bushels of wheat, five hundred bundles of oats, five hundred bundles of fodder, one stack of hay not exceeding \$20 in value ; and in family of less than six persons 1,200 pounds of pork, slaughtered or on foot, or 900 pounds of bacon ; and if the family consists of more than six persons, 1,200 pounds of pork or 900 pounds of bacon ; all the poultry on hand, and fowls up to \$25, a home-made carpet, and six cords of wood or 100 bushels of coal ; designated provisions ; a \$25 carpet, and 200 bushels of cotton-seed ; and if the head of the family be engaged in agriculture, two plows, two

hoes, one grubbing-hoe, one cutting-knife, one harvest-cradle, one set plow gears, one pitchfork, one rake, one iron wedge, five head of sheep, and ten head of stock hogs ; also, in hands of a mechanic, one set of mechanics' tools, such as are usual and necessary in pursuit of his trade ; also, in hands of every male citizen, or female, if head of family, one gun ; also, in hands of head of family, or single female using in earning a livelihood, one sewing-machine ; and in hands of heads of families, fifty pounds of picked cotton, twenty-five pounds of wool, and enough upper and sole leather to provide shoes for family ; also, if such person be a mechanic, \$50 worth of lumber or material ; also, in addition to all these articles, \$250 worth of personal property generally, are exempt.

In case of the death of the householder, the property is exempt in the hands of his widow ; or if she did not survive him, in those of his representatives, for the benefit of his children.

The homestead of every housekeeper residing within the State, to the value of \$1,000, and consisting of a dwelling-house and outbuildings, and the land appurtenant thereto, shall be exempt from attachment and execution.

The homestead, when owned by a married man, can only be aliened on mortgage by joint deed of husband and wife, except for payment of the purchase-money.

### *Texas.*

There is exempt from sale on execution to every citizen, householder or head of a family, 200 acres of real estate, including homestead in the country, or any lot or lots in a town or city, used as a homestead, not to exceed \$5,000 in value at the time of their designation as a homestead (subsequent increase in value by improvements or otherwise does not subject it to forced sale) ; all household and kitchen furniture, all implements of husbandry ; a cemetery lot ; all tools, and apparatus, and books belonging to any trade or profession ; the family library, portraits and pictures, five milch cows and calves, two yoke of work oxen, with necessary yokes and chains ; two horses and one wagon, one carriage or buggy, one gun, twenty hogs, twenty head of sheep ; all provisions and forage on hand for home consumption, and all saddles, bridles and harness necessary for the use of the family. To every citizen not the head of a family, one horse, saddle, and bridle ; all wearing apparel, and tools, books, and apparatus of his trade or profession. In case of death of husband, the court will set aside to the widow and children other property or money to the value of the foregoing exemptions, if the estate has not got the specific articles exempted.

### *Utah.*

Chairs, tables, desks, and books amounting to \$100 ; necessary household and kitchen furniture, provisions and fuel for sixty days. Farming implements, two oxen, two mules or two horses and their harness, one cow and calf for every five persons in the family ; cart or wagon, food for such horses, mules, oxen, and cow for sixty days, and seed, etc.

for planting amounting to \$100. Tools of mechanics, instruments of physicians, surgeons, or dentists with professional library, law library of attorney, \$400 in tools, cabin and bed of miner with thirty days' provisions, two oxen, or mules, or horses, and sixty days' provisions for teamster or cartman who habitually earns his living thereby, horse, harness, and vehicle used by a physician or minister of the gospel, sewing-machine. If the debtor be the head of a family, a further exemption is allowed of five sheep and their wool for every person in the family, two hogs, three pigs, personal services of the debtor or his family within sixty days next preceding the levy, a homestead valued at \$1,000, and \$200 cash for each member of debtor's family. Court-houses, public buildings, property of fire companies, cemeteries, parks and churches. No property owned by non-residents is exempt; no property is exempt for purchase-money.

### *Vermont.*

Suitable apparel, bedding, tools, arms, and articles of household furniture, as may be necessary for upholding life; one sewing-machine kept for use; one cow · the best swine, or the meat of one swine; ten sheep, and one year's product of said sheep in wool, yarn, or cloth; forage sufficient for keeping not exceeding ten sheep and one cow through one winter; ten cords of firewood; twenty bushels of potatoes; such military arms and accoutrements as the debtor is required by law to furnish; all growing crops; ten bushels of grain; one barrel of flour; three swarms of bees, and hives, together with their produce in honey; two hundred pounds of sugar; and all lettered gravestones; the Bibles and other books used in a family; one pew or slip in a meeting-house or place of religious worship; live poultry, not exceeding in amount or value the sum of ten dollars; the professional books of clergymen and attorneys-at-law, to the value of two hundred dollars; and also one yoke of oxen or steers, as the debtor may select, or two horses kept in use for team work, and such as the debtor may select, in lieu of oxen or steers, but not exceeding in value the sum of \$200, with sufficient forage for the keeping of the same through the winter; also two-horse wagon with whiffletrees, and one neck-yoke, or one ox-cart, as the debtor may choose, one sled or one set of tram-sleds, either for horses or oxen, as the debtor may select, two harnesses, two halters, two chains, one plow, and one ox-yoke, which with the oxen, or steers, or horses, which the debtor may select for team work, shall not exceed in value \$250, are exempt; provided that the exemption of said one two-horse wagon with whiffletrees and one neck-yoke, or one ox-cart, as the debtor may choose, one sled or set of tram-sleds, harnesses, halters, plow and ox-yoke are not to extend to or affect any attachment in any suit founded on any contract made on or before the 1st day of December, 1878, or to any execution issued on a judgment founded on any such contract; provided, however, the exemption, as to one yoke of oxen or steers and the forage therefor, is not to extend to any attachment issued on any contract made on or before the twenty-first day of November, 1859, or the exemption as to two horses and the forage therefor, on or before the 1st day of December 1860.



The homestead of every housekeeper residing within the State, consisting of a dwelling-house, outbuildings, and the lands appurtenant thereto, occupied by the housekeeper as a homestead, and the yearly products thereof, the whole not to exceed five hundred dollars in value, are exempt from attachment in all cases where the cause of action occurred subsequent to the first day of December, 1850, except when the cause of action occurred previous to, or at the time of the purchase of the homestead, or the action to be brought to enforce the payment of taxes legally assessed.

Whenever the real estate of a housekeeper is levied upon, such portion as he may occupy as a homestead, or may elect to regard as such, to the value of five hundred dollars, is set out to him by the appraisers on the execution, upon their oaths, and the remainder only is set off to the execution creditor.

If a housekeeper dies, leaving a widow, the homestead passes to his widow and children, if any there be, in direct course of descent, not subject to the payment of the debts of the deceased, unless made specially chargeable thereon, and, if necessary, the probate court appoints a commission to set out to the widow, or widow and children, the homestead, provided that such children shall only have an interest in such homestead until they shall attain their majority.

The homestead can not be sold or mortgaged by the owner, if a married man, without the consent and signature of his wife, excepting at the time of the purchase of the homestead, when, to secure the payment of the purchase-money, the husband may execute a mortgage without the consent of the wife. The time when the deed to the owner of a homestead is left in the town clerk's office for record, is deemed the time of purchase. The cost and expenses of setting out a homestead, or its yearly products, as provided by law, are charged in the officer's bill of fees upon the writ or execution.

### *Virginia.*

Every householder or head of a family shall be entitled, in addition to the articles mentioned below, to hold exempt from levy his real and personal property, or either, including money or debts due him, to a value not exceeding \$2,000, to be selected by him. In case of husband, parent, or other person, who is a housekeeper and head of a family, there are also exempt, family Bible, family pictures, books, etc., not exceeding \$100 in value; a pew in a church, lot in a burial-ground, necessary wearing apparel of debtor and family, necessary beds, bedding, etc., stoves for necessary use of family, not exceeding three; one cow, one horse, six chairs, one table, six knives, six forks, six plates, one dozen spoons, two dishes, two basins, one pot, one oven, six pieces of wood or earthenware, one loom, one safe or press, spinning-wheel, pair of cards, one axe, two hoes, five barrels of corn, five bushels of wheat or one barrel of flour, two hundred pounds of bacon, three hogs, ten dollars' worth of forage; one cooking-stove and utensils for cooking; one sewing-machine; and in case of a mechanic, the tools of his trade to the value of \$100; if debtor at the time is actually engaged in agricultural



pursuits, there are exempt, whilst so engaged, one yoke of oxen, or a pair of horses or mules in lieu thereof, one wagon, two plows, one drag, one harvest cradle, one pitchfork, one rake, two iron wedges.

### *West Virginia.*

Homestead to the value of \$1,000 is exempt, where the property of that value is devised or granted to debtor, being a husband or parent, and resident in the State, as a homestead; and where he, previously to contracting the debt or liability, has placed a declaration of his intention to keep the property as a homestead on the land records of the county in which the real estate is situate. Personal property to the value of \$200 is also exempted, provided debtor is a resident, and husband or parent. Also \$50 dollars' worth of tools of a mechanic, artisan, or laborer, whether he is a husband or parent or not.

### *Washington.*

Wearing apparel, private library, pictures, and keepsakes; one bed and one additional for every two members of the family, and household goods to the value of \$150; two cows and calves, five swine, two stands of bees, twenty-five fowls, and provisions and fuel six months. To a farmer, one span of horses and harness, or two yokes of oxen, with farming utensils to the value of \$200. To a mechanic, tools \$500; physician, library and \$500; attorney and clergyman, library and \$500; firearms and boats, \$50. To a drayman, his team, logger, three yokes of oxen, and implements, \$300.

Homestead \$1,000.

### *Wisconsin.*

The family Bible, family pictures, school books, or library; a seat or pew in any house of public worship; and the family burial-place, all wearing apparel of the debtor and his family; all bedsteads, beds, and bedding used by the family; all cooking utensils, and other household furniture to the value of \$200; two cows; ten swine; one yoke of oxen, and a horse, or, in lieu of them, a span of horses; ten sheep, and the wool therefrom, either as raw material, or manufactured into yarn or cloth; necessary food for the support of the stock mentioned, for one year, whether provided or growing, as the debtor may choose; one wagon, cart, or dray; one sleigh, one plow, one drag, and other farming utensils, including tackle for teams, to the value of \$50. Provisions and fuel necessary for one year's consumption; the tools and implements, or stock in trade, of any mechanic, miner, and other person, used and kept for the purpose of carrying on his trade or business, to the value of \$200; the library and implements of any professional man, to the value of \$200; all of which articles are to be chosen by the debtor or his representative. Money arising from insurance on property exempt, which has been destroyed by fire, can not be seized on execution. Life insurance, printing materials, \$1,500.

A homestead, consisting of not over forty acres of land, used for agri

cultural purposes, with a dwelling-house thereon, and its appurtenances, to be selected by the owner, and not included in any town-plot, city, or village; or instead, land not exceeding one-fourth of an acre, within a town-plot, city, or village, with a dwelling-house thereon, and its appurtenances, owned and occupied by any resident of the State, is not subject to forced sale. This exemption does not affect any mechanic's or laborer's lien, or extend to any lawfully obtained mortgage. But such mortgage or other alienation of such property by the owner thereof, if a married man, is not valid without the signature of his wife to the same.

When the owner of a homestead dies, leaving infant children, the homestead is exempt from the payment of his debts; and no administrator or executor has a right to the possession of an estate so exempt, or to the rents and profits of the same.

### *Wyoming.*

The necessary wearing apparel of every person not exceeding in value \$150. Household property when owned by any person being the head of a family to the amount of \$500. Tools, teams, implements, or stock in trade of any mechanic, miner, or other person, used and kept for the purpose of carrying on his trade or business, not exceeding in value \$300, and homestead occupied by the owner or his or her family not exceeding in value \$1,500, are exempt. No article of personal property is exempt from attachment or sale on execution for the purchase-money of said article. Persons claiming exemption must be *bona fide* residents of this Territory. No property of any person about to remove or abscond from the Territory is exempt.

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### *FARMERS.*

There is probably no class of the community to whom this book can be of greater service than to farmers. Most of their time being occupied in cultivating the soil, they have less experience in the routine of business than many other people, and, therefore, when called upon to draw up an agreement, lease, or any other paper, are apt to be at a loss exactly how to do it legally.

There are many subjects treated of in these pages, such as Highways, Fences, Fence Viewers, Cattle and Dog Laws, Trespass, Deeds, Leases, Landlord and Tenant, Contracts, Master and Servant, Warranty of Horses, etc., that will be found of especial interest to farmers.

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### *FENCES AND FENCE VIEWERS.*

When the laws of a State require two parties having adjoining lands to put up a division fence, each must make and maintain a just and

equal portion of the same, or pay for the making and maintaining of the same. If either party neglect or refuse to build or repair his half and the other party suffer injury thereby, the injured party may recover damages. Certain local officers, usually called "Fence Viewers," or the assessors or commissioners of highways in each town of a State acting as "Fence Viewers," are empowered to decide the share of the expense of the fences each party must bear, and the damage to the injured party from neglect to repair or fence when required to do so.

It is the duty of the fence viewers, usually two in number, to examine the premises and hear the allegations of the parties. Their decision should be reduced to writing and filed with the town clerk. If through flood or any cause the division fence has been broken down, removed, or destroyed, the person bound to make and repair such fence, or any part thereof, shall make or repair the same, or his just proportion thereof, within ten days after written notice shall have been served on him, and if he then fails or refuses to make or repair, the other party can go on and build or repair the same, and recover the expenses and costs of suit from the party so neglecting or refusing. The fence must be built on the boundary line. A partition fence is presumptively the common property of each owner of the adjoining lands. If built entirely on the land of one party it belongs to him. The fence viewer may examine witnesses on the question submitted. If any person who shall have made his portion of a division fence desires to remove it and suffer the lands to lie open, he may do so (provided that such lands are not cleared or improved, at any time between the first day of November in any one year and the first day of April following), but at no other time. He must give ten days' notice to the occupant of the adjoining land of his intention to apply to the fence viewers of the town for permission to remove the fence. If the fence viewers refuse the permission sought for, and he, notwithstanding, removes the fence, he renders himself liable for all damages which may result to the other party from such removal.

*Decision of Fence Viewers as to Value of Fences and Portion to be Maintained by an Owner who has let his Lands lie open.*

*1.—Built by an Adjoining Owner.*

COUNTY, {  
TOWN OF        } ss.

Whereas A. B. and C. D. are the owners of certain lands adjoining in the town of        and on the       day of       18       or thereabouts, the said A. B. erected a division fence between the land belonging to him and that

of the said C. D., who had chosen to let the same lie open ; and whereas the said C. D. has recently enclosed the land belonging to him, and a controversy has arisen between the said parties concerning the proper proportion of the value of the said division fence to be paid for by the said C. D.

Now, therefore, we, the undersigned, two of the fence viewers of the said town of      do hereby certify, that we have made due inquiry into the facts and examined the premises, and find that the following is a correct description of the fence so built by the said A. B., as aforesaid, to wit: [here describe the fence] ; that the value thereof at the time of erecting the same was      dollars ; and that the proper proportion of said value to be paid by the said C. D. to the said A. B. is      dollars : And we certify that the fees for our services amount to      dollars.

Given under our hands this      day of      in the year 18      .

E. F. } Fence  
G. H. } Viewers.

## *2.—Decision as to Proportion of Division Fence to be Maintained.*

Whereas A. B. and C. D. are the owners of certain adjoining lands in the town of      and a disagreement has arisen between them as to the just proportions of a division fence to be built or maintained by them respectively : We, having examined the facts and viewed the premises, decide that said division fence should be built as follows : [here describe the fence] ; that one      part of said fence is the proper proportion thereof to be built by the said A. B. ; and that the remaining      part is the proper proportion thereof to be built by the said C. D. And we certify that the fees for our services amount to      dollars.

Given [etc., as in Form No. 1].

## *3.—Appraisement of Damage where one Owner has Neglected to keep his Fence in Repair.*

Whereas application has been made to the undersigned by A. B., the owner of land adjoining the land of C. D., in the town of      to ascertain and appraise his damages arising in consequence of the refusal [or neglect] of the said C. D. to keep in repair [or to build] his proportion of a division fence between the aforesaid lands. We have examined the facts and viewed the premises, and after due notice to said C. D., we do decide and determine that the said A. B. has sustained damage to his land, crops, fruit trees, and shrubbery, in consequence of the refusal [or neglect] of the said C. D. to maintain [or make] his proportion of such division fence as aforesaid, which said damages we have ascertained and appraise at      dollars. And we certify that the fees for our services amount to      dollars.

Given [etc., as in Form No. 1].



#### 4.—*Notice of Application to be made to Remove Proportion of Division Fence and let Land lie open.*

Please take notice that I shall apply to        and        two of the fence viewers of the town of        on the        day of        instant, for permission to remove the division fence between the land occupied by you in said town and that owned and occupied by me lying adjacent thereto.

[Signature.]

[Date.]

[Address.]

#### 5.—*Certificate of Consent by Fence Viewers.*

We, the undersigned, two of the fence viewers of the town of        hereby certify that upon the application of A. B., made in accordance with a notice, of which the above is a copy, duly served upon C. D., therein mentioned, more than ten days before this day, we have examined the premises where the division fence named in said notice is situate, and do determine that the same may with propriety be removed.

Given [etc., as in Form No. 1].

#### 6.—*Appraisement of Damage by Cattle.*

We, the undersigned, two of the fence viewers of the town of        hereby certify, that upon the application of A. B., we have examined into the damages done by [give the number and description of cattle as near as may be], distrained by him doing damage on his lands, and having viewed the premises and ascertained the damages, do hereby certify the amount of such damages to be        dollars; and that the fees for our services are        dollars.

And a disagreement having arisen between the said A. B. and C. D., the owner of the adjoining land, touching the sufficiency of the fence along [designate it], we having examined the same, and heard the allegations and proofs of the parties, certify that we consider the said fence sufficient [or, insufficient].

Given [etc., as in Form 1].

#### 7.—*Certificate that Sheep were Killed by Dogs.*

We, the undersigned, two of the fence viewers of the town of        hereby certify, that upon the application of A. B., the owner of sheep [or lambs], alleged to be killed by dogs, we proceeded to inquire into the matter, and to view the sheep [or lambs] killed, and examined witnesses in relation thereto; and that we find that        sheep [or lambs] belonging to the said A. B., were killed by dogs, and in no other manner; and we also certify that the amount of damages sustained by the



*Guaranty of Collectibility, etc.*

For value received, I hereby guarantee that the within      is good [or, collectible].

[Signature.]

*Guaranty of Rent to be Attached to a Lease.*

In consideration of the letting of the premises above mentioned to the above-named A. B., and of the sum of one dollar to me paid by the said party of the first part, I do hereby covenant and agree, to and with the party of the first part above named, and with his legal representatives, that if default shall at any time be made by the said A. B. in the payment of the rent and performance of the covenants above contained on his part to be paid and performed, that I will well and truly pay the said rent, or any arrears thereof that may remain due unto the said party of the first part, and also all damages that may arise in consequence of the non-performance of said covenants, or either of them, without requiring notice of any such default from the said party of the first part.

Witness my hand and seal this      day of      in the year of our Lord, one thousand eight hundred and

[Name of witness.]

[Signature.]

*Guaranty Given to Stop Legal Proceedings.*

A. B. & Co. having, at my request, agreed to discontinue the proceedings instituted by them against C. D., to enforce payment of      dollars due by him to them, I hereby, in consideration thereof, guarantee the payment of that sum, and of      costs, within      days from date.

[Date.]

[Signature.]

*GUARDIAN AND WARD.*

A guardian is one who legally has the care and management of the person or estate, or both, of a child during its minority. The guardian takes the father's place, and is very often named by the latter in his will. The father, and in case of his death the mother, is the natural guardian, and in the great majority of cases no other is appointed. At the age of fourteen a child may choose its own guardian, subject to rejection by the court, but he may choose another till one is accepted by the court. As guardian of younger children, the court usually appoints the nearest male relative who is competent to act, though females and married women may be appointed. The proper court to appoint a

guardian is the probate court, called orphans' court in some States, and surrogate's court in others.

The guardian has a parent's authority over the acts of the ward, and like duties, to look after his welfare, employment, and education. He may use a moderate degree of correction over a disobedient ward. He must supply his ward with necessities of life, according to his condition in life, and will not be liable for anything further that may be supplied. He can not charge the ward's estate with the cost of articles not necessities. If the ward is poor the guardian is not bound to support him like a parent, nor may he reap any benefit from any estate of the ward. As to it he is held to the strict accountability of a trustee. He can only sell the ward's real estate, or invest his money in real estate, by order of the court.

At the marriage of a female ward the guardianship ceases.

If it is necessary for the ward to sue or he is sued, a guardian for the purposes of the suit is appointed by the court in which the suit is brought. The general guardian is usually, though not necessarily, the one appointed.

The ward can, after he attains his majority, call his guardian to an account, and compel him to show his management of the estate, and the disposition of the rents and profits arising therefrom.

### *Petition for Appointment of a Guardian for a Minor of the Age of Fourteen Years.*

To the Honorable [the judges of the orphans' court or the surrogate, or as the case may be], of the county of

THE PETITION of A. B., of the city of                      respectfully shows that your petitioner is a resident of the county of                      and is a minor over fourteen years of age.

That your petitioner is entitled to certain property and estate [briefly designating it], and that to protect and preserve the legal rights of your petitioner, it is necessary that some proper person should be duly appointed the guardian of his person and estate during his minority.

Wherefore, your petitioner nominates, subject to the approbation of [judge or surrogate], C. B., of the city of                      to be such guardian, and prays his appointment accordingly, pursuant to the statute in such case made and provided.

[Date.]

[Signature.]

### *Consent, to be Annexed.*

I, C. D., of the city of                      hereby consent to be appointed the guardian of the person and estate of the above-named minor during his minority.

[Date.]

[Signature.]



*Affidavit as to the Property, to be Annexed.*

COUNTY OF , ss.

E. F., of the city of being duly sworn, says, that he is acquainted with the property and estate of the above-named minor, and that the same consists of real and personal estate ; and that the personal estate of said minor does not exceed the sum of dollars, or thereabouts ; and that the annual rents and profits of the real estate of said minor do not exceed the sum of dollars, or thereabouts.

[Signature.]

Sworn before me, this day of 18 .

[Signature of officer.]

*Bond of Guardian.*

Know all men, that we, C. D., of the city of , and E. F., of the same city, are held and firmly bound unto A. B., of the city of a minor over fourteen years of age, in the sum of dollars, lawful money of the United States, to be paid to the said minor, his executors, administrators, or assigns ; to which payment, well and truly to be made, we bind ourselves, our and each of our heirs, executors, and administrators, jointly and severally, firmly by these presents. Sealed with our seals: dated the day of one thousand eight hundred and

The condition of this obligation is such, that if the above-bounden C. D. shall and do faithfully, in all things, discharge the duty of a guardian to the said minor, according to law, and render a true and just account of all moneys and property received by him, and of the application thereof, and of his guardianship in all respects, to any court having cognizance thereof, when thereunto required, then this obligation to be void ; otherwise, to remain in full force and virtue.

[Signatures.] [Seal.]

[Sealed and delivered in the presence of

[Signatures of witnesses.]

*Affidavit of Sufficiency of Surety in*

COUNTY OF , ss.

C. H., the within-named surety, being duly sworn, says that he resides at No. , street, in said city, and is worth the sum of dollars over and above all his just debts, liabilities, and responsibilities, and property exempt by law from execution.

Sworn before me, this day of 18 .

[Signature.]

[Signature and title of officer.]

*Petition for Appointment of a Guardian for a Minor under the  
Age of Fourteen Years.*

To the Honorable [the judges of the orphans' court or the surrogate, etc.], in the county of \_\_\_\_\_ :

The petition of \_\_\_\_\_ of \_\_\_\_\_ deceased, late of the county of \_\_\_\_\_ mother, [or, any proper person] of \_\_\_\_\_ a minor, respectfully represents :

That \_\_\_\_\_ is under the age of fourteen years, and has no person legally authorized to take charge of his person and estate [briefly designate it] to which he is entitled, the rents and profits of which do not exceed the sum of \_\_\_\_\_ dollars per annum. Therefore, your petitioner prays the court to appoint her the guardian of the person and estate of said minor.

[Signature.]

*Guardian's Account.*

A. B., guardian of \_\_\_\_\_ one of the children and heirs of \_\_\_\_\_ late of \_\_\_\_\_ deceased, in account with the estate of the said \_\_\_\_\_

18	Dr.	Dolls.	Cts.	18	Cr.	Dolls.	Cts.
	The said guardian charges himself as follows, viz. :				The guardian asks allowance for the following sums, paid on account of his said ward, viz. :		
June 6	Amount received of executor (or administrator) of the said being the proportion of the personal estate (or as the case is), due the said _____ as one of the heirs of the said deceased .....	1,012	40	July 6	Paid clerk's fees .....	5	00
July 1	Cash received on bond and mortgage ..	50	00	"	Paid Andrew Blood attorney's fees .....	50	00
"	Cash received on note .....	184	56	an. 1	Paid for six months' boarding of ward .....	60	00
Aug. 20	Cash received for one year's rent of house on street, in .....	100	00	"	Paid for one year's tuition .....	24	00
Sept. 1	Cash received of dividend on stock ..	64	44	"	Paid for school books .....	16	20
Oct. 11	Cash received for one year's interest on note .....	30	00	May 3	Paid bill for medical attendance ..	10	80
Nov. 30	Cash received of for land sold to him by order of Orphans' court .....	2,800	00	July 10	Loaned on his bond and mortgage .....	1,440	00
				Sept. 1	Paid for stating this account .....	25	00
				" 10	Paid clerk for filing the same .....	5	00
				"	Commission on \$4,- 301.40 (at 5 per cent.) ...	215	07
				"	Cash in hand .....	2,390	33
				"	Amount of assets now on hand, as follows, viz. :		
					Mortgage of .....	\$1,440	00
					Cash on hand .....	2,390	33
						3,860	33
	October 10, 18 ..	4,241	40		A. B.	4,241	40

This account must be sworn to.

## HIGHWAYS.

A highway is every passage, road, bridge, or street, which a citizen has a right to use.

Highways are created by a legislative act, by necessity, and by dedication. When private property is taken by a legislative act for a highway, a just compensation is given, which amount is usually determined by a jury, or by commissioners.

If a highway becomes impassable from any cause, the public have a right to go on the adjoining land, even though there is a crop on the same.

The owner of land may dedicate it to the public for a highway by allowing it to be used as such without exercising control over it. The dedication may be evidenced by deed or by act of the owner, or his silent acquiescence in its use for twenty years. There may be a gift of the land on the part of the owner and acceptance on the part of the public.

By taking or accepting land for a highway, the public acquires only the right of way, and the incidents necessary to enjoying and maintaining it, subject to the regulation of the towns. All trees within the highway, except only such as are requisite to make or repair the road or bridges, on the same land, all grass thereon, and the minerals below, are for the use of the owner or occupant of the land.

The owners of the land on the opposite sides own to the centre of the highways. If at any time the highway is abandoned the owner recovers the land.

The liability to repair is determined by statute, and, as a general rule, devolves upon the towns.

The commissioners of highways in the several towns have the care and superintendence of the highways and bridges within their respective towns. It is their duty to repair the bridges and roads and to regulate and alter such of them as a majority of the commissioners shall deem inconvenient; to divide their respective towns into so many road districts as they shall deem convenient; to assign to each of the said road districts such of the inhabitants liable to work on highways as they shall think proper, having regard to the proximity of residence as much as may be.

It is their duty to require the overseers of highways from time to time, and as often as they shall deem necessary, to warn all persons assessed to work on the highways to come and work thereon; to lay out on actual survey such new roads in their respective towns as they may deem neces-

sary and proper, and to discontinue such old roads as shall appear to them on the oath of twelve freeholders of the same town to have become unnecessary ; to cause mile-boards or stones to be erected on such public roads as they may deem proper to repair and keep in order.

It is the duty of overseers of highways in each town to repair and keep in order the highways in the several districts for which they were elected ; to warn all persons assessed to work on the highways in their respective districts ; to cause all noxious weeds within the highway to be cut down or destroyed, twice in each year ; to collect all fines and commutation money ; to cause all loose stones lying on the beaten track of every road to be removed ; to keep up and renew the mile-stones and guide-posts ; when necessary, to make another assessment on the residents in the town to keep the roads in repair.

Every person owning or occupying land in the town in which he or she resides, and every male inhabitant over twenty-one years, residing in the town where the assessment is made, shall be assessed to work on the roads in such town, and all moneyed or stock corporations, and the land of non-residents within any town, are subject to assessment for highway labor. Ministers of the gospel, paupers, idiots, and lunatics are exempt from highway labor.

Any person liable to highway labor may commute for the same in whole or in part, at the rate of one dollar per day, to be paid to the overseer within twenty-four hours after receiving the notice to appear and work.

It is the duty of the overseer to give twenty-four hours' notice to persons assessed to highway labor.

Every person refusing or neglecting to appear and work when notified by the highway overseer is subject to a fine for each day, and every hour such person or his substitute may be delinquent. If any such person or substitute shall remain idle, or not work faithfully or hinder others from work, such offender shall for every offence forfeit the sum of one dollar.

Overseers shall have power to require a cart, wagon, or plow, with a pair of horses or oxen, and a person to manage them, from any person having the same within his district ; if he furnish them, according to order, he will be entitled to a credit of three days for each day's service therewith. If he neglect or refuse to furnish them, he is liable to a fine of three dollars per day for each day that he may be assessed.

No private road can be laid out over the lands of any person without his consent or the decision of a jury.

When a commissioner of highways has determined to lay out a new



highway, or to alter or discontinue an old road, he must file such determination in writing at the office of the town clerk.

Any person aggrieved by any determination of the commissioner of highways, either in laying out, altering, or discontinuing any road, or in refusing to lay out, alter, or discontinue any road, may, at any time within sixty days after the commissioner's determination shall have been filed, appeal to the judge of the county, who shall appoint three disinterested freeholders, residents of the county, but not of the town, to hear and determine the appeal.

### *Assessment of Highway Labor.*

TOWN OF            }  
COUNTY,            } ss.

At a meeting of the commissioners of highways of the town of held in said town on the       day of       A. B., C. D., and E. F., the said commissioners, having proceeded to ascertain, estimate, and assess the highway labor to be performed in their town for the ensuing year, [if only two of them will agree to the assessment roll as prepared, then insert "the undersigned, two of the said commissioners"] have made out the estimate and assessment for road district No. in said town, as follows :

[Or if only two of the commissioners were present at the assessment, then, instead of the preceding, say,] The undersigned, two of the commissioners of highways of the town of       having met in said town on the       day of       and proceeded to ascertain, estimate, and assess the highway labor to be performed in their town for the ensuing year, all the commissioners of highways of said town having been duly notified to attend the said meeting of the commissioners for the purpose of deliberating thereon, have made out the estimate and assessment for road district No. in said town as follows :

*First.* The inhabitants of said town assigned to said road district are assessed as follows to wit :

NAMES.		NAMES.	
A. C. ....	1 day	X. Y. ....	2 days
D. E. ....	3 days	L. M. ....	10 days

*Second.* The lands owned by non-residents of said town, and situate therein, are assessed as follows, to wit :

Owner's name.	Description of Land.	Value.	Assessment.
---------------	----------------------	--------	-------------

In witness whereof we have hereto subscribed our names this       day  
of   18   .

A. B. }  
C. D. } Commissioners.  
E. F. }

*Additional Assessment by an Overseer.*

The quantity of labor assessed on the inhabitants of road district No. \_\_\_\_\_ in the town of \_\_\_\_\_ being deemed by the undersigned insufficient to keep the roads therein in repair, I, therefore, in pursuance of the statute, hereby make a further assessment as follows :

NAMES.	NAMES.
A. B.....2 days	E. F.... .4 days
C. D.....3 days	G. H.....1 day

Witness my hand this      day of      18 .

[Signature of] Overseer.

*Appeal to the County Judge, by Non-Resident Owner of Lands, or his Agent, from the Assessment by Commissioners.*

TOWN OF      } ss.  
COUNTY OF      }

A. B., a non-resident owner [or agent of C. D., a non-resident owner] of lands in said town, who considers himself aggrieved in the assessment for highway labor by the commissioners of highways of said town, upon the following described lands, to wit: [here insert the description as in the list or statement made by the commissioners] hereby appeals from the assessment of said commissioners to the county judge of said county of .

[Signature.]

[Date.]

*Notice by Owner or his Agent, to the Commissioners, of the preceding Appeal.*

To [naming them], commissioners of highways of the town of      :

You are hereby notified, that, considering myself aggrieved by your assessment for highway labor of the land owned by me in said town, I have this day appealed to the county judge of the county of      who will hear and decide on said appeal on the      day of      at      o'clock in the noon, at .

[Signature.]

[Date.]

*Complaint against a Person for Refusing to Work.*

A. B., overseer of highways for road district No.      of the town of      in the county of      on oath makes complaint to E. F., a justice of

the peace of said town, that he gave to C. D., who resides in the said district, and is assessed to work on the highways therein, twenty-four hours' previous notice to appear with a shovel on the      day of      instant, at      o'clock in the      noon, at the dwelling-house of G. H., for the purpose of working on the highways in said district, under the direction of said A. B. as overseer. And that the said C. D. neglected to appear either in person, or by an able-bodied man as a substitute, and has also neglected to pay the commutation-money for said work [or appeared pursuant to notice, but worked only      hours, and then departed; or appeared pursuant to notice, but remained idle, or did not work faithfully, or hindered others from working] and has not rendered any satisfactory excuse for such neglect.

A. B.

Subscribed and sworn the      day of      before me  
E. F., Justice of the Peace.

*Complaint against a Person for Neglecting to furnish a Team.*

COUNTY, }  
TOWN OF      } ss.

A. B., overseer of highways for road district No.      in said town, hereby makes complaint to E. F., a justice of the peace of said town, that he gave to C. D., who resides in the said district, and is assessed to work      days on the highways therein, and has a cart [or wagon, or plow], with a pair of horses [or oxen] and a man to manage them, and who has not commuted for his said assessment, twenty-four hours' previous notice, to furnish on the      day of      at      o'clock in the      noon, at the house of      in said district, a wagon with a pair of horses [or cart and oxen] and a man to manage them, for the purpose of working one day on the highways of said district, under the direction of the said A. B. as overseer; and the said C. D. has neglected to furnish such wagon and horses [or cart and oxen] and a man to manage them, and has also neglected to pay the commutation-money for said work, and has not rendered any satisfactory excuse to me for such neglect.

A. B.

Subscribed and sworn to before me this      day of      18      .  
E. F., Justice of the Peace.

*Summons to be Issued by the Justice upon the Complaint of an Overseer against a Person Notified, for Refusing to Work.*

TOWN OF      }  
COUNTY OF      } ss.

To any constable of said town :

Whereas complaint has been made to me, the undersigned, a justice of the peace of said town, by A. B., overseer of highways in road district No.      in said town, that C. D., who resides in said district, and is assessed for highway labor, and has been duly notified to perform such

work, has neglected to appear in pursuance of such notice, either in person, or by an able-bodied substitute, and perform such labor. You are therefore hereby commanded, in the name of the people of the State of to summon the said C. D. forthwith to appear before me at my office in said town, to show cause why he should not be fined according to law, for such refusal or neglect, as in said complaint alleged.

Given under my hand at this day of 18 .

[Signature of] Justice of the Peace.

### *Return of Constable.*

Served personally [or by leaving a copy at the personal abode of the within-named Y. Z.]

[Signature of] Constable.

[Date.]

### *Conviction Indorsed on the Complaint.*

TOWN OF } ss.  
COUNTY OF }

The within-named Y. Z., having been duly summoned to appear before me, to show cause why a fine should not be imposed on him for the offence charged in the within complaint, and he not appearing [or having appeared], and no sufficient cause being shown to the contrary, I hereby impose a fine of upon the said Y. Z. for the said offence, together with costs of this proceeding against him.

Witness my hand this day of 18 .

[Signature of] Justice of the Peace.

### *Appeal to Commissioners from Overseer's Assessment.*

To the commissioners of highways in the town of county of :

Take notice that I hereby appeal from the assessment made by the overseer of road district No. for the following reasons [stating them].

[Signature.]

[Date.]

### *Application to Commissioners to lay out a Highway through Unimproved Land, or through Improved Land with the Consent of the Owner.*

To the commissioners of highways of the town of in the county of :

We, the undersigned [here insert names], persons liable to be assessed for highway labor in said town, and residing therein, hereby apply to you to lay out a new road of the width of rods, through land which is not inclosed, improved, or cultivated, except as to land of who consents to the laying out of said road, and has signified the same by signing



this petition, beginning at [here insert a description of the road by courses and distances, or such objects and boundaries as make the route sufficiently definite and certain].

[Signatures.]

*Order of Commissioners to lay out a Highway through Lands not Inclosed, Improved, or Cultivated, excepting in Part and by the Consent of the Owner of that Part.*

At a meeting of the commissioners of highways of the town of     in the county of     at the town-house in said town, on the     day of     18     all the said commissioners having met and deliberated on the subject embraced in this order [or all the said commissioners having been duly notified to attend the said meeting, for the purpose of deliberating upon the subject-matter of this order], it is ordered and determined by the said commissioners that a highway be laid out in the said town of the width of     rods, on the application of A. B., and by the consent of     through whose improved land the said highway is to pass for a part of the distance; the residue of said highway being through lands not inclosed, improved, or cultivated. And the said commissioners have caused a survey thereof to be made as follows: [here insert the description].

In witness whereof the undersigned commissioners of highways of said town have hereunto subscribed their names this     day of     18     .

[Signatures of] Commissioners.

*Application to lay out a Highway through Improved Land without the Consent of the Owner.*

To the commissioners of highways of the town of     in the county of     :

The undersigned, resident of the said town, and liable to be assessed for highway labor therein, hereby makes application to you, the said commissioners, to lay out a highway in said town, commencing at [here insert a description by courses and distances, or by objects and boundaries, so as to render the proposed route sufficiently certain and definite], which said highway will pass through the improved or [inclosed, or cultivated] lands of R. S., who does not consent to the laying out of the same.

Dated the     day of     18     .

A. B.

*Application to Alter a Road, the Alteration to Pass through Unimproved and Uncultivated Lands, or through Improved Lands by Consent of Owner.*

To the commissioners of highways of the town of     county of     :

We, the undersigned [here insert names], persons liable to be assessed for highway labor in said town, hereby apply to you to alter the highway

[here designate what road, and insert a description of the proposed alteration, so as to render it sufficiently certain and definite]. The proposed alteration passes through lands which are not improved or cultivated [or passes through the improved lands of      who consents thereto by signing this petition].

[Signatures.]

[Date.]

### *Order of Commissioners to Alter Highway.*

At a meeting of commissioners of highways of the town of      in the county of      at      in the said town on the      day of      18      all the said commissioners having met and deliberated on the subject embraced in this order, it is ordered and determined by the said commissioners, upon the application and by the consent of      through whose land the alteration hereafter described is to be made, that the highway [designating it and stating the alteration, *e. g.*, thus:] leading from the house of      to the house of      in said town, be altered according to the following survey, which the commissioners have caused to be made thereof, to wit: The centre line of the road as altered is to begin at the centre of the present highway, opposite      and to run thence [etc., etc.], and that the said alteration be of the width of      rods.

In witness whereof the undersigned commissioners of highways of said town have hereunto subscribed their names this      day of      18      .

[Signatures.] Commissioners.

### *Notice of Application and of the Meeting of Freeholders when the Intended Highway is through Improved Land.*

Notice is hereby given that the undersigned has made application to the commissioners of highways of the town of      in the county of      for the laying out of a highway, commencing, etc. [insert description as in the application], and which highway will pass through improved land of C. D. and of E. F. And that on the      day of      at      o'clock in the      noon, at      in said town, twelve freeholders, duly qualified for that purpose, will meet to examine the ground, and to certify with respect to the necessity and propriety of such highway.

Dated at the town of      this      day of      18      .

A. B.

### *Affidavit to be Affixed to the Notice of Application.*

COUNTY OF      , ss.

A. B., of      in said      being duly sworn, says, that he caused notices in writing, of which the within is a copy, to be posted up at      and three of the most public places in said town, on the      day of      being at least six days before the time specified therein for the meeting of the freeholders.

A. B.

Subscribed and sworn to before me this      day of      18      .

[Signature and title of officer.]

*Certificate of Freeholders.*

COUNTY, }  
TOWN OF } ss.

We, the undersigned, twelve reputable freeholders of the said town, not interested in the lands through which the road described in the annexed notice is to be laid, nor of kin to any owner thereof, having appeared at the time and place specified in said notice, and having been duly sworn, well and truly to examine and certify in regard to the necessity and propriety of the highway applied for; and having proceeded to, and personally examined the route of such highway, and heard all reasons that were offered for and against laying out the same, do hereby certify that we are of opinion, that the highway applied for, and described in the annexed notice, is necessary and proper.

In witness whereof, we have hereto subscribed our names, this  
day of        in the year 18 .

[Signatures.]

*Agreement as to Damages.*

It is hereby agreed between the commissioners of highways of the town of        of the one part, and C. D., of the other part, that the damages sustained by the said C. D., by reason of the laying out and opening of a highway through the lands of the said C. D. on the application of A. B. and others, by order of the commissioners, dated the  
day of        be fixed and liquidated at the sum of        dollars.

Witness our hands this        day of        18 .

[Signatures of owner and of commissioners.]

*Assessment by Commissioners.*

The undersigned having been appointed, by an order of the county court of        county, dated        on the application of the commissioners of highways of the town of        in said county, commissioners to assess the damages occasioned by the laying out [or, altering] of a highway in the said town, beginning at [insert description], which highway passes through the improved lands of        as laid out by said highway commissioners, by an order dated        : Now, therefore, the said commissioners having been duly qualified, and having all met and acted on the said assessment at        in said town of        this        day of        18        pursuant to a notice from said commissioners of highways, according to law, and having viewed the premises, and heard the allegations of the parties and the evidence of the witnesses, we, the undersigned, thereupon determine and assess the damages required to be assessed on the said highway, as follows: the damage of        at        dollars.

[Signatures.]        Commissioners.

[Date.]

*Summons by the Justice to the Jury.*

TO ASSESS DAMAGES SUSTAINED BY OWNERS OF LAND.

COUNTY, }  
TOWN OF } ss.

To any constable of the town of        in the said county, greeting :

On the application of the commissioners of highways of the said town of        to us, the undersigned, you are hereby directed, in the name of the people of the State of        to summon twelve disinterested freeholders, residing in some town of said county other than the town of        aforesaid, to appear at        in the said town of        on the        day of        next, at        o'clock, in the        noon, to assess the damages sustained by C. D., by the laying out of a highway through his improved land, by order of the commissioners of highways of the said town of        dated the        day of        last. And have you then there the names of the jurors, and this warrant.

Given under our hands this        day of        18 .

[Signatures.]

Justices of the Peace.

*Verdict of Jury.*

We, the undersigned, the jurors drawn, summoned, and sworn to reassess the damages for laying out [or as the case may be] the highway [describe the highway], in pursuance of the order of        commissioner of highways in and for the town of        bearing date the        day of        18 , having viewed the premises, and heard the parties, and such witnesses as were offered before us, hereby reassess the damages aforesaid, as follows : To        the sum of        dollars, for the damages sustained by him by reason of the laying out the said highway ; to        the sum of, etc., be awarded.

In witness whereof we have hereunto set our hands this        day of        18 .

[Signatures of the] Jurors.

*Certificate of the Justice.*

COUNTY OF        }  
TOWN OF        } ss.

I, A. B., one of the justices of the peace of the said town do certify that the above is the verdict of the jury summoned by my summons, and drawn and sworn by me to determine and reassess the damages for the laying out [or as the case may be] the highway mentioned in the said verdict.

Given under my hand this        day of        18 . .

A. B.,

Justice of the Peace.



## HORSES.

In buying and selling horses it is usual to speak of them as sound and kind, or unsound or vicious.

If a horse is bought, subject to a guarantee that he is "kind and true in all harness," with no mention of his soundness, he may become incurably lame within twenty-four hours after his purchase, or die of some disease, which the owner knew was in its incipency when he sold the animal, and the purchaser has no redress.

A warranty that a horse is "sound" does not cover any vices to which he may be addicted. He may be a cribber, a wind-sucker, a biter, a kicker, balky, or tricky in various ways, and at the same time perfectly sound.

The purchaser of a horse who wishes to be fully protected, should have the warranty cover soundness, kindness, quietness in all harness, and freedom from vices; otherwise, if found deficient, the horse would not be returnable.

Many erroneous notions prevail as to the scope of a warranty. Not a few suppose that a warranty covers any disease or unsoundness which may be discovered in the horse for two or three months after purchase. Such is not the case, however, unless it can be shown that the disease or unsoundness began to develop *before* the sale. In this event the animal would be returnable.

In general, it may be stated that a warranty as to soundness does not extend into the future. The seller warrants the horse to be sound at the time of sale. A warranty against vices, however, extends far enough into the future for the new owner to inform himself as to the disposition of the horse.

A horse warranted to be a quiet driver and found to be such could not be returnable for a vice practiced out of harness. It is best to have a warranty cover all points.

The following forms of receipts with warranty attached, may be varied to suit a variety of cases:

### *Receipt with Warranty.*

NEW YORK, Nov. 10, 1884.

Received of William Wilson two hundred and fifty dollars for gray mare Jennie, seven years old, and warranted sound, kind, and true in all harness, and free from vices.

(Signed)

J. B.

*Receipt with Qualified Warranty.*

NEW YORK, Nov. 10, 1884.

Received of John Williams one hundred and twenty-five dollars for bay mare, nine years old, and warranted sound in every way, except a quarter-crack in one foot.

(Signed)

A. B.

If found unsound in any other particular, this horse would be returnable, but could not be returned if vicious, or for failure to work in harness, as neither of these points are mentioned in the warranty.

*Another.*

NEW YORK, Nov. 12, 1884.

Received of John Jones seventy-five dollars for roan horse Dick, twelve years old. Said horse has recently recovered from an attack of Pink Eye, and I warrant him for one month against a return of the disease, and also warrant him kind and true in all harness.

(Signed)

J. B.

The warrant in this receipt is against one ailment only, and does not hold good as to any other disease or against vices practiced out of harness.

The purchaser of a horse should in all cases insist on having a written warranty if he wishes to protect himself from unseen defects or vices.

If A borrows a horse of B or his servant, which runs away while A is driving it, and, in consequence, either the vehicle is broken, the horse injured, or some personal damage is done, A would be liable for all injury or damage sustained, unless he could show that the horse was accustomed to run away, which fact was known to B, but not to him at the time of borrowing, and that he was not negligent in driving. This would be a question for a jury to decide.

The same rule would hold good even though A had hired the horse from B or from a livery stable. If, however, B or the livery man should provide a driver, A would not be liable.

*Definition of Unsoundness.*

If a horse at the time of the sale has any disease which either actually does diminish his natural usefulness, so as to make him less capable of work of any description, or which in its ordinary progress will diminish his natural usefulness, or if the horse has either from disease or accident undergone any alteration of structure that either does at the time or in its ordinary effects will diminish its natural usefulness, such horse is unsound.

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*HOTELS AND BOARDING-HOUSES.*

Hotels are required to post a placard in each room, requiring guests to deposit their valuables in the safe, or the proprietor will not be

responsible for them ; but for ordinary articles of wearing apparel he is responsible if the guest locks his door and leaves the key in the office.

He has a lien on the goods of his guests for their unpaid bills. If he sells such goods he must give notice, and account for any excess realized.

Boarding-house keepers generally have a similar lien on the boarders' goods.

*New York State Law for the Protection of Hotel and Boarding-house Keepers, passed February, 1867.*

Every person who shall at any hotel, inn, restaurant, or boarding-house order, or cause to be furnished, any food, drink, or accommodation, with intent to defraud the owner or proprietor of such hotel, inn, restaurant, or boarding-house out of the value, or price of such food, drink, or accommodation, in accordance with the terms or custom of such hotel, inn, restaurant, or boarding-house, and every person who shall obtain at any hotel, inn, restaurant, or boarding-house, by the use of false pretence or device, either by depositing at such place baggage or property of value less than the amount of such credit, or of the bill by such person incurred or otherwise, and afterward abscond from such hotel, inn, restaurant, or boarding-house, or surreptitiously remove such baggage or deposit, shall, upon conviction, be adjudged guilty of a misdemeanor.

All baggage left by guests may be sold at the expiration of six months.

Every keeper of a hotel or inn shall post into public and conspicuous place, in the office or public room and in every bedroom in said house, a printed copy of this act and a statement of the charges or rate of charges by the day, and for meals furnished, and for lodging. No charge or sum shall be collected or received by any such person for any service not actually delivered, or for a longer time than the person so charged actually remained at such place. For any violation of this section, or of any provision herein contained, the offender shall forfeit to the injured party three times the amount so charged, and shall not be entitled to receive any money for the meals, services, or time charged.

*Act passed by New York Legislature, May 15, 1876.*—The keeper of a boarding-house shall have the same lien upon and right to detain the baggage and effects of any boarder to the same extent and in the same manner as inn-keepers have such lien and right of detention ; but nothing herein shall be deemed to give any boarding-house keeper any lien upon or right to detain any property the title to which shall not be in such boarder.

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### HUSBAND AND WIFE.

[See also "Rights of Married Women."]

The husband is bound to provide his wife with all the necessaries of life as far as compatible with his means and their position in life.

If he furnishes a home for his wife, he can not be held for her board if she does not occupy it. He can purchase and sell personal property without her consent, and can purchase real property, but can not sell it free from her claims without her consent, as she has a dower right in it. This right of dower has been abolished in some of the States, and where such is the case he can act as freely with his real as with his personal property.

As a general rule, the wife's personal property belongs to the husband, unless there is some statute to the contrary; and at common law, if a child is born alive before the death of the wife, he has a life estate in her real property.

The rights of the husband over the wife's property depend largely on the statutes of the different States, and will be further treated under the head of "Rights of Married Women."

The wife can call on the husband to furnish her with the necessary food and clothing according to his means and their position in life, and if he neglects or refuses to furnish them, she can get them on his account, and he will be bound to pay for them. She is entitled to dower in all the real property of which he died seized. Under the common law, by marriage the wife loses the title to her personal property and the use of her real property.

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### *INSOLVENCY, BANKRUPTCY, AND INSOLVENT ASSIGNMENT.*

Insolvency is the state of one unable to pay his debts. The power to pass insolvency or bankruptcy laws is in Congress. The national bankruptcy law has been repealed, however, and the insolvency laws of the several States are in force until the enactment of another bankrupt law by Congress suspends them.

The design of these laws is to discharge the debtor absolutely from his debts upon his giving up all his property in good faith, to be fairly distributed among his creditors, as did the national bankruptcy law. Many of the States have only assignment laws under which a distribution of the debtor's property is made, but no discharge is granted; but any future acquired property is liable for the debts or that part of them unpaid. Of course, any debtor may give a release for his own debt for a percentage of it, and all may likewise give releases that may amount to a general discharge.

The benefits of these laws are sought by the debtor when he petitions the proper court and files an inventory of his property and list of his



debts. The creditor may, however, petition that he be adjudged a bankrupt. The debtor moves first to come under an assignment law, making an assignment generally by deed recorded giving an absolute title to an assignee selected by him, but who acts under the direction of the court. In the case of bankrupt and insolvent laws, a meeting of creditors is called, and they elect the assignee by a majority, who then goes on under the direction of the court, or according to rules laid down in the law.

The following are all the principal features of the laws of the different States :

**ALABAMA.**—Assignments though designed to give preferences inure to the equal benefit of all the creditors. Proving claim and receiving dividend only operate *pro tanto* as a discharge of the debtor.

There are no insolvent laws except those regulating the administration of the insolvent estates of deceased persons.

**ARIZONA.**—No laws on insolvency.

**ARKANSAS.**—Assignments are to be executed to pay the creditors mentioned in the deed, so that preferences are allowed. The insolvent laws only provide for cases of imprisonment.

**CALIFORNIA.**—Assignments are allowed, but no provision is made for proof of claims or discharge. Preferences are not allowed. Insolvency, both voluntary and involuntary, is fully provided for. Corporations are excepted from their operation, though their property may be distributed under a decree of insolvency.

No discharge is granted if the debtor has been guilty of fraud. Attachments within thirty days of the insolvency are void.

**COLORADO.**—Wages must be paid by an assignee to the amount of \$50 if accruing within six months. No other preference is allowed.

**CONNECTICUT.**—If a creditor for a debt of \$100 or more can not find sufficient property to attach, he may petition for an assignee, and after allowance to the debtor's family, distribution is made to all creditors proving their claims, but receiving a dividend does not discharge the debtor. Assignments are permitted, the debtor appointing the assignee subject to the approval of the court. Preferences are not allowed. Wages to the amount of \$100 accruing within three months are first paid.

**DAKOTA.**—Assignments are permitted, but are void if any preferences are made. The assignment does not discharge the assignor without the consent of all the creditors. Attachments made before the assignment are not affected by it.

**DELAWARE.**—Assignments are permitted, but not preferences. Proving claim and accepting a dividend does not discharge the debtor without an express release by the creditor.

**DISTRICT OF COLUMBIA.**—Assignments may be made giving preferences. but a prior attachment will not be affected.

**FLORIDA.**—An assignment may be made with or without preference. No discharge is given, the amount paid going on account.

GEORGIA.—Assignments are permitted, giving preferences if made in good faith. Corporations and traders may be wound up upon failure to pay a debt. A receiver is appointed, who distributes to all applying creditors. The court makes a suitable allowance for defendant's support. If the surrender has been fair, a discharge is granted.

IDAHO.—Assignments are permitted, if of all the insolvent's property and for the benefit of all the creditors. Preferences are not allowed. Proving claim and accepting dividend discharges the debtor. Mortgages, liens, and attachments remain good after assignment.

ILLINOIS.—Assignments are administered as insolvency, but no discharge is provided for. Preferences are not allowed.

INDIANA.—Any failing debtor may make an assignment in good faith of all his property to all his creditors. No release is provided for, though if the assignment is made and accepted, in consideration of the release of the assignor, it will be valid. No mortgage, judgment, or attachment prior to the assignment is affected.

IOWA.—General assignments must be made to all the creditors, without preferences, though an insolvent may, in good faith, sell or mortgage to one creditor and then make a general assignment. An assignment does not discharge the debtor. Attachments hold in spite of it. Assessments and taxes must be first paid.

KANSAS.—Assignments must be made for the benefit of all the creditors. The majority of the creditors choose the assignee. No preference is allowed. The assignment applies only to the property mentioned. No discharge can be given unless each creditor personally consents. There is no punishment for concealment or partial conveyance of property.

KENTUCKY.—Assignments may not give preferences. Prior attachments are not affected.

LOUISIANA.—Assignments only discharge the debtor when there is a contract with each creditor to that effect. A discharge in insolvency may be obtained, on surrender of all property, with the consent of a majority of creditors, in number and amount.

Attachments, etc., are suspended, and come in as other claims simply.

MAINE has a regular bankrupt law. The preferences given by it are costs, taxes, wages \$50 if earned within six months. Suits and arrests are suspended by the insolvency.

MARYLAND.—Insolvent may have the benefit of the law if he delivers up all his property. Or he may be declared a bankrupt in case of fraud or avoidance of his creditors. No preferences are allowed except those which result from operation of the law. Wages for three months are first paid. Discharge is granted when the debtor has been guilty of no fraud.

MASSACHUSETTS.—One who owes \$200, and one who owes \$100, and avoids or attempts to defraud his creditors, may come under the act, the first by his own petition, the second by that of a creditor.

Debts due the United States are first paid, then wages to the amount of \$100 if earned within one year, physicians' bills, debts generally are given priority by law, and costs.

Attachments within four months are dissolved. For release, the debtor must obtain consent of a majority of his creditors in number and value, or of three-fourths if it is a second insolvency, and a third discharge will not be granted.

**MICHIGAN.**—Assignments do not procure discharge, or have any effect on prior liens, attachments, or mortgages. The insolvent law is little used, although it provides a means for the complete discharge of one's debts.

**MINNESOTA.**—Under assignments, the debts are paid in the following order: taxes and assessments, and debts due the State or the U. S. Wages earned within three months. No discharge is given. Insolvency is decreed when an attachment can not be raised, or is neglected, or if the debtor attempts to defraud his creditors. If creditors petition, it must be two representing \$200 of debt. Releases must be filed before the debtor is discharged.

**MISSISSIPPI.**—No laws. Assignments are administered by the courts equitably.

**MISSOURI.**—An assignment does not discharge the debtor, unless by the consent of all the creditors.

**NEBRASKA.**—Assignments can give no preferences, except to wages of employes, not exceeding \$100. No discharge is granted, nor are prior liens on the property affected.

**NEVADA.**—Debtors for \$500, or more, may go or be put into insolvency, in case of an attachment being put upon the property, or in case of fraud on the part of the debtor. Discharge may be granted if there is no fraud, and thirty per cent. has been paid, and three-fourths in number, and one-third in amount if the creditors agree; but if it is the second time, fifty per cent. of the debts must have been paid.

**NEW HAMPSHIRE.**—Assignments must be made of all the debtor's property to all the creditors, but do not discharge the debtor, nor have any effect on prior attachments.

**NEW JERSEY.**—Assignments must be for the benefit of all creditors, without preferences, although mortgages and confessed judgments stand, if in good faith. Creditors that come in and prove against the debtor are barred, and the debtor discharged, but those that do not come in are not affected. Wages are preferred debts to the amount of \$300 for each employé.

**NEW MEXICO.**—No statute. An assignment does not affect a prior levy.

**NEW YORK.**—To procure a discharge, the debtor and two-thirds in amount of his creditors must petition. Preferences may be given under a general assignment. If one partner absconds fraudulently, the others may assign. The debtor is not discharged under general assignment.

**NORTH CAROLINA.**—An assignment in good faith discharges the debtor from imprisonment, but the remainder of the debts shall be good against subsequent property. Preferences are allowed. Attachments prior to the assignment hold.

**OHIO.**—Assignment does not discharge debtor. Preferences are not allowed, but a creditor may be preferred before an assignment. Prior attachments are not affected.

**OREGON.**—Assignment must be for all the creditors, but does not discharge the debtor, though it discharges all attachments not in judgment.

**PENNSYLVANIA.**—Debtors may assign either in whole or in part, but the distribution is among all the creditors : miners, mechanics, and laborers being paid first. Levies and liens already on the property are unaffected. No release is given the debtor. Preferences, conditions, and stipulations for release are void.

**RHODE ISLAND.**—A debtor may make an assignment, and suspend any attachment by assigning all his property ; but wages for labor performed within six months, are preferred to the amount of \$100. If a debtor makes a conveyance, favoring any person, creditors one-fifth in amount may petition, and have his property distributed. Mortgages and other conveyances, within sixty days, are thus avoided.

**SOUTH CAROLINA.**—Assignments must be for all the creditors, without preference, except to debts due the public, and all transactions affecting the property within ninety days before are void, except liens for loans of money in good faith. A debtor is not discharged except from arrest.

**TENNESSEE.**—Assignments may not give preferences, and all conveyances to that end within three months before are void, except for a loan of money in good faith. No involuntary proceedings against a debtor are provided for. Prior attachments are unaffected.

**TEXAS.**—Assignments must provide for the distribution of all the property among all the creditors, but their benefits may be limited to those who will give a discharge to the debtor.

**UTAH.**—Preferential assignments are allowed, though no discharge is provided for.

**VERMONT.**—Assignments may be made of any property for all the creditors, but no discharge had. There is a regular bankrupt law for both voluntary and compulsory insolvency, and providing a discharge. Attachments within sixty days of the adjudication of insolvency are dissolved. Preferences are : (1) taxes and assessments, and debts due the United States, (2) the State, (3) wages not over \$50, earned within six months. Discharges are not granted if thirty per cent. is not paid, if a majority in number and amount do not agree to it. Involuntary bankruptcy is adjudged for fraudulent practices and avoidance of creditors or after attachment not dissolved, or the stopping payment of any trader, etc.

**VIRGINIA.**—There are no insolvent laws, but an insolvent may voluntarily assign to a trustee for the benefit of his creditors and may prefer creditors.

**WASHINGTON.**—Assignments of all the property for all the creditors are allowed, and discharge the debtor.

**WEST VIRGINIA.**—Assignments may include any amount of property



and give preferences, but do not discharge him without they take the form of deeds of composition, which stipulates for a release.

A general assignment will not affect a prior attachment.

WISCONSIN.—Preferences may be given by assignment, but prior liens are not affected. No discharge is given. A discharge may be obtained in insolvency by giving up all the debtor's property in good faith.

WYOMING.—Creditors coming in under an assignment are required to give a discharge. A prior levy is not discharged.

### *Assignment by an Individual, without Preferences.*

Indenture made this      day of      18      between A. B., of      party of the first part, and C. D., of      party of the second part.

Whereas the party of the first part owes divers debts, which he is unable to pay in full, and is desirous to provide for the payment of the same, as far as in his power, by an assignment of all his property for that purpose.

Now this indenture witnesseth : That the party of the first part, in consideration of the premises, and of one dollar to him paid before the sealing and delivery of these presents, the receipt of which is hereby acknowledged, has granted, bargained, sold, assigned, transferred, and set over, and by these presents does grant, bargain, sell, assign, transfer, and set over, unto the party of the second part, his heirs, executors, administrators, and assigns, all and singular the lands, tenements, hereditaments, and appurtenances, goods, chattels, stocks, promissory notes, debts, choses in action, evidences of debt, claims, demands, property, and effects of every description belonging to the party of the first part, wherever the same may be situated, the same being more fully and particularly enumerated and described in a schedule thereof hereto annexed, marked Schedule A.

To have and to hold the same, and every part thereof, in trust for the uses and purposes following :

1. To take possession of the said property, and to sell and dispose of the same, with all reasonable diligence, either at public or private sale, and for the best prices that can be obtained therefor, and to convert the same into money ; and also to collect all such debts and demands hereby assigned, as may be collectible.

And with and out of the proceeds of such sales and collections :

2. To pay and discharge all the just and reasonable expenses, costs, and charges of executing this assignment, and of carrying into effect the trust hereby created, including the lawful commissions of the party of the second part, for his services in executing the said trust.

3. To pay and discharge in full, if the residue of said proceeds is sufficient for that purpose, all the debts and liabilities now due, or to become due, from the said party of the first part, and which are particularly mentioned and described in the schedule annexed, marked Schedule B, together with all interest moneys due and to grow due thereon. And if the residue of the said proceeds shall not be sufficient to pay the said debts and liabilities, and interest moneys in full, then to apply the same, so far as they will extend, to the payment of the said debts and liabilities and interest moneys, proportionably to their respective amounts.

And if, after payment of all the costs, charges, and expenses attending the execution of the said trust, and the payment and discharge in full of all the lawful debts owing by the said party of the first part, of any and every description, there shall be any surplus of the said proceeds remaining in the hands of the party of the second part, then,

*Lastly*, to repay such surplus to the party of the first part, his executors, administrators, or assigns.

And for the better and more effectual execution of these presents, and of the trusts hereby created and reposed, the party of the first part doth hereby make, constitute, and appoint the party of the second part his true and lawful attorney irrevocable, with full power and authority to do, transact, and perform all acts, deeds, matters, and things which may be necessary in the premises, and to the full execution of the said trust; and for the purposes of said trust to ask, demand, recover, and receive of and from all and every person and persons, all the property, debts, and demands belonging and owing to the party of the first part, and to give acquittances and discharges for the same; and to sue, prosecute, defend, and implead for the same; and to execute, acknowledge, and deliver all deeds and instruments of conveyance necessary or proper for the better execution of the trust hereby created; and also for the purposes aforesaid, or for any of them, to make, constitute, and appoint one or more attorneys under him, and at his pleasure to revoke the same; hereby ratifying and confirming whatever the said party of the second part, or his substitute, shall lawfully do in the premises.

And the party of the second part doth hereby accept the trust created and in him reposed by these presents; and doth for himself, his heirs, executors, and administrators, hereby covenant and agree to and with the said party of the first part, his executors, administrators, and assigns, that he, the said party of the second part, will honestly and faithfully, and without delay, execute the same according to the best of his skill, knowledge, and ability.

In witness whereof, the parties to these presents have hereunto set their hands and seals the day and year first above written.

A. B. [Seal.]  
C. D. [Seal.]

Sealed and delivered in presence of

[Names of witnesses.]

### *Assignment by Co-partner with Preferences.*

This indenture made the      day of      18      , between A. B. and C. D., copartners under the name, style, and firm of B. & D., of      parties of the first part, and E. F., of the same place, party of the second part.

Whereas the said copartnership is justly indebted in sundry considerable sums of money, and has become unable to pay and discharge the same with punctuality or in full, and the said parties of the first part are now desirous of making a fair and equitable distribution of all their property and effects among their creditors.

Now, therefore, this indenture witnesseth: That the said parties of the

first part, in consideration of the premises, and of the sum of one dollar to them in hand paid by the party of the second part, the receipt whereof is hereby acknowledged, have granted, bargained, sold, released, assigned, transferred, and set over, and by these presents do grant, bargain, and sell, release, assign, transfer, and set over unto the said party of the second part, and to his heirs and assigns, forever, all and singular the lands, tenements, hereditaments, and all the goods, chattels, merchandise, bills, bonds, notes, book accounts, claims, demands, choses in action, judgments, evidences of debt, and property of every name and nature whatsoever of the said parties of the first part.

To have and to hold the same, and every part and parcel thereof, with the appurtenances, to the said party of the second part, his heirs, executors, administrators, and assigns.

In trust, nevertheless, to and for the following uses, intents, and purposes—that is to say, that the said party of the second part shall forthwith take possession of all and singular the lands tenements, hereditaments, property, and effects hereby assigned, and sell and dispose of the same for the best prices which he shall be able to obtain, and to convert the same into money, and shall also collect all and singular said debts, due-bills, bonds, notes, accounts, claims, demands, and choses in action, or so much thereof as may prove collectible, and thereupon execute, acknowledge, and deliver all necessary conveyances and instruments for the purposes aforesaid; and by and with the proceeds of such sales and collections, the said party of the second part shall first pay and disburse all the lawful expenses, costs, charges, and commissions of executing and carrying into effect this assignment; and by and with the residue or net proceeds and avails of such sales and collections, the said party of the second part shall:

1. Pay and discharge in full the debt due to the firm of G. & H., of for the sum of \$ .
2. By and with the residue and remainder of said net proceeds and avails, pay and discharge the several and respective debts, bills, notes, or sums of money due, or to grow due, from the parties of the first part to the persons designated in the schedule hereto annexed, together with such interest as may accrue thereon; and if such net proceeds and avails shall not be sufficient to pay the same in full, then such net proceeds and avails shall be distributed *pro rata* among said persons, according to the amount of their respective claims.
3. By and with the residue and remainder of said net proceeds and avails, if any there shall be, the party of the second part shall pay and discharge all the other copartnership debts, demands, and liabilities whatsoever, now existing, whether due or hereafter to become due, provided such remainder shall be sufficient for that purpose; and if not sufficient, then the same shall be applied *pro rata* to the payment of said debts, demands, and liabilities, according to their respective amounts.
4. By and with the residue and remainder of said net proceeds and avails, if any there shall be, the party of the second part shall pay and discharge all the private and individual debts of the parties of the first part, or either of them, whether due or to grow due, provided such remainder shall be sufficient for the purpose; and if insufficient, then the

same shall be applied *pro rata*, share and share alike, to the payment of said debts, according to their respective amounts.

And for the better execution of these presents, and of the several trusts hereby reposed, the said parties of the first part do hereby make, nominate, and appoint the said party of the second part the true and lawful attorney irrevocable of them and of each of them, with full power and authority to do, transact, and perform all acts, deeds, matters, and things which can or may be necessary in the premises, as fully and completely as the said parties of the first part, or either of them, might or could do, were these presents not executed; and attorneys, one or more, under him, to make, nominate, and appoint, with full power of substitution and revocation, hereby ratifying and confirming all and every thing that our said attorneys, or his attorneys, shall do or cause to be done in the premises.

And the party of the second part hereby accepts the trust created by these presents, and covenants that he will faithfully perform the same.

In witness whereof we have hereunto set our hands and seals.

A. B.  
C. D.

Signed, sealed, and delivered in the presence of

[Names of witnesses.]

[Annex a schedule describing the debts intended to be preferred in the second class.]

### *Acceptance by Assignee.*

I hereby accept the trust created by the above instrument, and agree faithfully to perform the same.

E. F.

[Date.]

## *INSURANCE.*

### *Life, Fire, and Marine.*

Insurance, sometimes called Assurance, is a contract whereby for an agreed premium one party undertakes to indemnify the other against loss on a specified subject by specified perils.

The contract is generally written or printed, and is called a Policy of Insurance. The consideration is the premium paid for the promise of the insurers.

The insurance is usually effected through an agent.

Policies of insurance are not negotiable, but can be assigned.

The regulations as to assignments are usually found printed on the policy.

Any person capable of making a contract and having an insurable interest in the property can effect an insurance.



## LIFE INSURANCE.

Life assurance is applicable mostly to human life, but domestic animals in possession are also insured. The application is made by a written document in which questions are put, all of which must be answered. These answers are considered warranties. The statement is made a part of the policy. A Life Policy excepts death by the hands of justice, and in many of the States suicide is also excepted, unless the party was insane at the time of the act.

A life policy can be assigned, and many are made for that purpose, to enable the insured to give security to his creditor. The consent of the insurers is usually required. As a general rule a policy takes effect when the bargain is completed, even though the policy has not been delivered. It terminates with the death of the insured.

Notice and proof of death are sufficient to establish a claim. This notice must be given within a reasonable time after the death of the insured.

## FIRE INSURANCE.

Fire insurance is upon buildings and on all kinds of real and personal property which is subject to destruction or damage by fire.

The policy of insurance on a building usually contains a description of the building and the purposes for which it is to be used. The description of the property has the force of a warranty, both for the present and the future. The construction of warranties is favorable to the insured, as the insurers select their own words.

Mere alterations of the building, unless expressly prohibited, do not discharge the insurers.

The insurers are discharged if the insured conveys his title to the property, as the contract is between the insurers and the insured and passes only by consent of the insurers.

## MARINE INSURANCE.

Marine insurance is effected on either the ship and its appurtenances, the cargo, the freight earned by carrying the cargo, or the profits expected to be realized, and usually against fire, collision, theft, robbery, barratry, capture, general average, and salvage.

Marine policies are of two kinds, open and valued. An open policy does not state the value of the property insured, while a valued one does.

The most important warranty is the seaworthiness of the vessel.

## INTEREST.

Interest is the sum paid for the use of money or for the detention of a debt.

It is regulated by statute in each State, except in those which have repealed or abolished their usury laws altogether. Usury is the excess over the rate allowed by law for the use of money.

### *The following are the Laws of the various States and Territories on the Subject of Interest.*

ALABAMA.—Eight per cent. is the legal rate allowed. The interest is forfeited for usury.

ARIZONA.—Any rate may be stipulated for in writing, but in the absence of an agreement, ten per cent. is the rate allowed by law.

ARKANSAS.—The legal rate is six per cent., but ten per cent. may be contracted for. Usurious contracts are void—the principal and interest both being forfeited in case of usury.

CALIFORNIA.—The legal rate is seven per cent., but any rate may be contracted for.

COLORADO.—The legal rate is ten per cent., but any rate may be agreed upon.

CONNECTICUT.—The legal rate is six per cent., but there is no penalty for usury.

DAKOTA.—The legal rate is seven per cent., but twelve may be contracted for. The interest is forfeited if more than seven per cent. is charged without a contract or more than twelve by contract.

DELAWARE.—Six per cent. is the legal rate. A sum equal to the money lent is forfeited for usury.

DISTRICT OF COLUMBIA.—Six per cent. is allowed by law, but ten per cent. may be stipulated for in writing. Interest forfeited if more than the legal rate or the rate agreed upon is charged.

FLORIDA.—Eight per cent. is the legal rate, but any rate may be contracted for.

GEORGIA.—Seven per cent. is the legal rate, but eight per cent. may be agreed upon in writing. The excess over the legal rate or the rate agreed upon is forfeited for usury.

IDAHO.—Ten per cent. is the legal rate, but eighteen per cent. may be stipulated for in writing. The penalty for usury is three times the amount of money paid as interest—a fine of three hundred dollars or six months' imprisonment, or both.

ILLINOIS.—Six per cent. is the legal rate, but eight may be agreed upon in writing. The entire interest is forfeited for usury. Corporations cannot plead usury.

INDIANA.—Six per cent. is the legal rate, but eight per cent. may be agreed upon in writing. All interest over eight per cent. usurious. All interest over six per cent. is illegal only.

IOWA.—Six per cent. is the legal rate, but ten per cent. may be agreed upon in writing. Ten per cent. of the debt is forfeited for usury.

KANSAS.—Seven per cent. is the legal rate, but twelve per cent. may be stipulated for in writing. All payments of usury may be deducted from the principal debt if it remains unpaid.

KENTUCKY.—Six per cent. is the legal rate. Any excess over six per cent. is void for usury.

LOUISIANA.—Five per cent. is the legal rate, but eight per cent. may be stipulated for. A higher rate may be charged if embodied in the face of the instrument or as discount, but no higher rate can be stipulated to be paid after maturity of the obligation, and if any stipulation of this character is made, the whole interest is forfeited.

MAINE.—Six per cent. is the legal rate, but any rate may be agreed upon in writing.

MARYLAND.—Six per cent. is the legal rate. The excess over the legal rate is forfeited for usury.

MASSACHUSETTS.—Six per cent. is the legal rate, but any rate may be contracted for in writing.

MICHIGAN.—Seven per cent. is the legal rate, but ten per cent. may be contracted for in writing. The excess over the legal rate or the rate agreed upon is forfeited for usury, but can not be recovered back if it has been paid.

MINNESOTA.—Seven per cent. is the legal rate, but ten per cent. may be contracted for in writing. Any excess over the legal rate or the rate agreed upon may be recovered back with the costs of the action if the action be within two years after payment of same.

MISSISSIPPI.—Six per cent. is the legal rate, but ten per cent. may be contracted for in writing. The whole interest is forfeited for usury.

MISSOURI.—Six per cent. is the legal rate, but ten per cent. may be contracted for in writing. The penalty for usury is the forfeiture of the interest.

MONTANA.—Ten per cent. is the legal rate. Any rate may be stipulated for. There is no usury law.

NEBRASKA.—Seven per cent. is the legal rate, but ten per cent. may be agreed upon.

NEVADA.—Ten per cent. is the legal rate, but any rate may be contracted for in writing.

NEW HAMPSHIRE.—Six per cent. is the legal rate, unless a lower rate is stipulated. The excess over the legal rate only is forfeited.

NEW JERSEY.—Six per cent. is the legal rate. Usury is punished by forfeiture of interest and costs of action.

NEW MEXICO.—Six per cent. is the legal rate, but twelve per cent. may be agreed upon. Usury works forfeiture of the excess over the legal rate or rate agreed upon only.

NEW YORK.—Six per cent. is the legal rate. The excess over the legal rate may be recovered. Usury is punishable by a fine of \$1,000, or six months' imprisonment, or both. No corporation can plead the defence of usury.

NORTH CAROLINA.—Six per cent. is the legal rate, but eight per cent. may be stipulated for in writing. The entire interest is forfeited for usury.

OHIO.—Six per cent. is the legal rate, but eight per cent. may be contracted for in writing. The excess over six per cent. is void for usury.

OREGON.—Eight per cent. is the legal rate, but ten per cent. may be contracted for. Usury forfeits the original sum lent.

PENNSYLVANIA.—Six per cent. is the legal rate. Usurious interest may be recovered back if paid.

RHODE ISLAND.—Six per cent. is the legal rate, but any rate may be agreed upon.

SOUTH CAROLINA.—Seven per cent. is the legal rate, but any rate may be contracted for in writing.

TENNESSEE.—Six per cent. is the legal rate. Usurious interest may be recovered back.

TEXAS.—Eight per cent. is the legal rate, but twelve per cent. may be contracted for. All interest is forfeited for usury.

UTAH.—Ten per cent. is the legal rate, but any rate may be agreed upon.

VERMONT.—Six per cent. is the legal rate. The excess over the legal rate is forfeited for usury.

VIRGINIA.—Six per cent. is the legal rate. All interest is forfeited for usury.

WASHINGTON TERRITORY.—Ten per cent. is the legal rate, but any rate may be agreed upon in writing.

WEST VIRGINIA.—Six per cent. is the legal rate. Excess can not be recovered back if the defence of usury is made. Incorporated companies may borrow at a higher rate.

WISCONSIN.—Seven per cent. is the legal rate, but ten per cent. may be contracted for in writing.

WYOMING TERRITORY.—Twelve per cent. is the legal rate, but any rate may be agreed upon in writing.

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## LANDLORD AND TENANT.

[See also Leases.]

The term "Landlord and Tenant" is used to denote the relation which exists by reason of a contract, expressed or implied, between two or more



persons for the possession or occupation of lands, houses, or tenements, either for a certain fixed time, for life or at will.

The instrument for creating and defining this relation is called a lease.

It is not necessary that the contract for hiring real estate be reduced to writing if it does not exceed one year.

The relation of landlord and tenant is implied whenever there is an ownership of land in one, and an occupation of it by permission by another.

The existence of this relation may be inferred by receiving rent from the occupant.

If there is a lease, the rights and obligations of the parties are regarded as commencing from the date of the lease if no other time has been agreed upon, or from the delivery of the papers. If the lease be oral, it will go into effect from the day the tenant enters and takes possession. The right of possession remains in the landlord until the tenant enters, when the right passes over to him, and remains in him during his tenancy.

The landlord can bring an action for any permanent injury to his property, such as destroying fences, cutting timber, or breaking doors and windows. He can go on the premises for the purpose of making repairs and demanding rent, but must use no force to effect an entrance.

The landlord is not liable for any injury which may result to a stranger or to his property from neglect to repair, unless he expressly agreed to keep the premises in repair.

If the landlord agrees to repair, and fails to do so, the tenant can not quit and discharge himself from payment of rent unless it is agreed between the parties that a failure to repair on the part of the landlord is to have such effect. The agreement to pay rent and the agreement to repair are independent of each other. The landlord can not violate the rights of his tenant by a sale of the property.

The tenant is entitled to quiet possession of the premises, and it is the duty of the landlord to see that he is not disturbed by one having a better title. The landlord must not disturb the tenant. Unless it is otherwise agreed upon, the landlord must pay the taxes and assessments on the premises.

The landlord is under no obligation to repair unless he expressly agrees to do so, nor can the tenant make the repairs at the expense of the landlord.

After the tenant has entered, the right of possession passes to him and he can bring an action against any person who trespasses on his prem

ises, or disturbs him in his possession of them. He is obliged to repair fences and public roads, and is liable for injury which may result from their ruinous condition.

The tenant must so manage his property that others are not injured by it.

He must do the property no substantial injury, and is bound to make general repairs without an agreement, and must keep the premises in tenantable condition. He must keep the buildings wind and water tight, keep the fences in repair, and replace doors and windows broken during his occupation. He is not answerable for ordinary wear and tear, nor is he compelled to put a new roof on a building.

The tenant of a farm is bound without express covenant to manage and cultivate it in a good and husbandlike manner, and to repair the fences and to keep the dwelling-house in repair. The outbuildings and erections on the farm must be repaired and kept up by the landlord or the tenant, according to the custom of the country where the farm is situated.

The tenant must preserve the timber and ornamental trees

His chief duty is to pay rent, and it is no answer to a demand for rent that the premises are not in a fit and proper state for the purposes for which they were hired. In the absence of a particular agreement between the parties, the tenant pays for the time he has had possession of the premises. If he is deprived of possession by a person having a title superior to that of his landlord, or if his occupation of the premises is rendered so uncomfortable by acts on the part of the landlord as to justify his removal, he can not be forced to pay rent.

If the tenant substitutes another tenant in his stead without the consent of the landlord, he is still liable for the payment of rent.

A tenancy for life terminates at the death of the life tenant.

If a person enters into possession with the consent of the landlord, but without any express bargain, he becomes a tenant at will.

A tenancy at will may be determined by the will of either party.

Either party is entitled to reasonable notice before the tenancy can be terminated.

It is a general rule that in the absence of statutes notice must cover the whole of one of the regular intervals between payments.

A notice of but one month is sufficient in New York.

A tenancy from year to year can only be terminated by a similar notice and for a like time.

Where the lease is for a definite period, no notice is necessary. No particular form of notice is necessary.

In a notice to quit there must be a reasonable certainty in the description of the premises of the parties and in the statement of the time when the tenant must quit. A tenancy may be terminated by a purchase of the property by the tenant, and also by a surrender of the lease by the tenant and an *acceptance* of it by the landlord.

After the tenancy has ended, the landlord may re-enter upon the premises if he can do so without violence.

If the tenant holds over, the landlord should call in the law to assist him in getting possession.

The tenant must yield up quiet possession.

If a tenant's estate is terminated by an uncertain event, as, for instance, if he is a tenant at will or from year to year, he is entitled to the crops growing at the time of the termination of the tenancy.

Whatever the tenant erects on the premises with the consent of the landlord, he can take away with him. Whatever he erects with the consent of the landlord for the purpose of improving the premises, he can remove at the expiration of his tenancy. In general it may be said that whatever he has erected during his occupation for his comfort, profit, or convenience, he may remove, if he can do so without injuring the premises, unless he has so connected it with the premises as to become a part thereof.

### *Notice to Quit by a Landlord to a Tenant from Year to Year.*

I hereby give you notice to quit and deliver up, on the      day of next (if the current year of your tenancy expires on that day, or otherwise on the day on which the current year of your tenancy will expire, next after the end of half a year [or, of a quarter year; or, of a month] from the time of your being served with this notice), the possession of the messuage [here briefly describe the property] which you now hold of me as a yearly tenant.

[Signature of landlord.]

[Date.]

[Address to tenant.]

### *Notice to Quit, by Tenant from Year to Year, to Landlord.*

I hereby give you notice, that I shall quit and deliver up, on the day of      next (if the current year of my tenancy expires on that day, or otherwise on the day on which the current year of my tenancy will expire next after the end of half a year [or, a quarter year; or of a month], from the time of your being served with this notice), the possession of the messuage [here briefly describe the property] which I now hold of you as a yearly tenant.

[Signature of the tenant.]

[Date.]

[Address to the landlord.]

*Notice to Terminate a Lease.*

I hereby give you notice, that in pursuance of the power for this purpose given to me by the indenture of lease, dated the      day of      and made between you, of the one part, and me, of the other part, it is my intention to determine the lease thereby made, on the      day of next, and I shall therefore quit and deliver up possession to you [or, require you to quit and deliver up possession to me] of the messuage [etc., here briefly describe the premises].

[Signature.]

[Date.]

[Address.]

*Notice to Tenant who has Deserted the Demised Premises.*

Please take notice, that, at the request of      your landlord, and upon due proof made to me that he had demised to you the premises upon which this notice is affixed, and that you were in arrear for one quarter's rent, amounting to      dollars, and that you had deserted the premises, leaving such rent in arrear, and had left them unoccupied and uncultivated; I have viewed the said premises, and am satisfied, upon such view, that the same have been so deserted: therefore, you are hereby required to appear, on the      day of      18      at      o'clock in the      noon, at the place where this notice is affixed, and pay the rent due, or the landlord will be put in possession of the premises.

[Signature of] Justice of the Peace.

[Date.]

[Address to tenant.]

*Affidavit to Remove a Tenant at Will.*

COUNTY OF      , ss.

A. B., of      in said county, being duly sworn, says, that since the      day of      in the year 18      Y. Z., of      has held and occupied the [here designate the premises definitely], as the tenant of this deponent, and at his will, and without any certain time agreed on for the termination of said tenancy. And this deponent caused a notice in writing to be served on the said Y. Z., in due form of law, on the      day of      last, requiring him to remove from said premises within one      from the day of service thereof. That the said time has expired, and that the said Y. Z. or his assigns, hold over and continue in possession of the said premises after the expiration of said time, without the permission of this deponent.

[Signature.]

Sworn to before me, this      day of      18      .

[Name and title of officer.]



### *LAW OF PLACE.*

The laws of a State have no force beyond the limits of the State by which they are made.

The officers of a State whose laws are broken can not go into another State and bring back the offender without the consent of that State. All such acts which are without the consent of the foreign State are illegal.

All laws duly made and published by a State are binding on all persons and property within the State. A contract if valid where made is valid everywhere, and the contrary also holds good, that if it is void where made it is void everywhere.

As a general rule, contracts in relation to personal property are construed according to the laws of the place where they were made; but contracts in relation to real property are construed according to the laws of the place where the property is situated.

In the case of inheritances the law of the domicile governs.

Contracts are made where they are accepted.

The place of a contract depends on which party proposed and which accepted.

The interest to be paid is either that of the place where the contract is made, or where it is to be performed.

In general, when a contract is made in one place to be performed in another, the law of the place of performance or payment governs.

Wills are governed by the law of domicile at the time of the death of the testator.

As a general rule it may be stated that a marriage valid, where contracted, is valid everywhere.

Generally a divorce granted in a State where both parties had their actual domicile, and were married, is valid everywhere. Courts can not pronounce sentence against an absent defendant which will be binding outside of their State.

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### *LEASES.*

[See also Landlord and Tenant.]

A lease is a contract for the possession and profits of lands and tenements, either for life or for a certain fixed time, or during the pleasure of the parties.

Leases must be drawn and signed in duplicate, each party retaining a copy.

The party making the lease is called the lessor ; he to whom it is made the lessee.

A lease must be for a shorter period than the duration of the lessor's interest in the land.

The formal parts of a lease by deed are the date, the names of the parties, the consideration, the description of the premises, and, lastly express covenants, if any, are to be inserted.

Leases generally have a forfeiture clause in case the tenant refuses to pay rent or breaks any of the covenants. The forfeiture clause permits the landlord to re-enter and eject the tenant.

If the lease is for a period exceeding one year it should be in writing, and the parties should, as a general rule, have it recorded.

Leases of agricultural lands for more than twelve years are prohibited in the State of New York.

If it is intended that the lessee shall insure the premises, there should be a covenant to that effect on his part, which should state in whose name the insurance is to be effected, and for what amount. Obligations to repair depend on the terms of the lease. The lessee must keep the premises in as good a state of repair as when he took possession, subject, however, to the ordinary wear and tear. He is not obliged to improve a dilapidated building.

The lessee is not obliged to rebuild a building which has been accidentally destroyed by fire.

If a lessee enters into a general covenant to repair without making any exceptions, he is bound to restore any building which may be destroyed by tempest, lightning, fire, or other accident.

Leases usually contain a covenant by the lessee not to assign or underlet without the consent of the lessor.

A lease may be terminated at any time before the expiration of the term, if the premises are taken for public uses, or are wholly destroyed, or are used for purposes of ill-fame. The same result would follow should the tenant purchase the property.

### *1.—Agreement for a Lease.*

This agreement, made this       day of       in the year eighteen hundred and       between A. B., of       and C. D., of       witnesseth : That A. B. agrees, by indenture, to be executed on or before the       day of       next, to demise and let to the said C. D. a certain house and lot in       known as No.       in       street, to hold to the said C. D., his executors, administrators, and assigns, from the       day of       aforesaid, for and during the term of       years, at or under the clear yearly rent of       dollars,

payable quarterly. In which lease there shall be contained covenants on the part of the said C. D., his executors, administrators, and assigns, to pay the rent, (except in case the premises are destroyed by fire, the rent is to cease until they are rebuilt by the said A. B.,) to repair the premises, (except damages by fire,) not to carry on any offensive business on the same, (except by written permission of the said A. B. ;) to deliver the same up at the end of the term, in good repair, (except damaged by fire, aforesaid ;) with all other usual and reasonable covenants, and a proviso for the re-entry of the said C. D., his heirs and assigns, in case of the non-payment of the rent for the space of        days after either of the said rent-days, or the non-performance of any of the covenants. And there shall also be contained covenants on the part of the said A. B., his heirs and assigns, for quiet enjoyment ; to renew said lease at the expiration of said term, for a further period of        years at the same rent ; and that in case of an accidental fire, at any time during the term, the said A. B. will forthwith proceed to put the premises in as good repair as before such fire, the rent in the meantime to cease. And the said C. D. hereby agrees to accept such lease on the terms aforesaid. And it is mutually agreed, that the cost of this agreement, and of making and recording said lease, and a counterpart thereof, shall be borne by the said parties equally.

As witness our hands and seals, the day and year first above written.

A. B. [L. s.]  
C. D. [L. s.]

In presence of  
E. F.

## 2.—*Landlord's Certificate of Renting when Tenant Covenants not to Underlet nor Occupy for Certain Business.*

This is to certify, that I have let and rented unto A. B., of        county of        State of        [here insert a brief description of the premises], for the term of        from the        day of        18        at the yearly rent of        dollars payable in equal [here insert times when payments are to be made, whether monthly, quarterly, or yearly, and the amount of each payment]. The premises above mentioned, or any part thereof, shall not be let or underlet without the written consent of the landlord, under penalty of forfeiture and damages ; nor shall the same be used or occupied for any business deemed extra hazardous on account of fire, without the like consent, under the like penalty.

Given under        hand and seal the        day of        18        .

C. D.

## 3.—*Tenant's Certificate of Hiring.*

This is to certify, that I have hired and taken from C. D., of        county of        State of        [here insert a brief description of the premises], for the term of        from the        day of        18        , at the yearly rent of        dollars, payable in equal [here insert times when payment is to be made, whether monthly, quarterly, or yearly, and the amount of each pay

ment]. And I hereby promise to make punctual payment of the rent in manner aforesaid, and to quit and surrender the premises at the expiration of said term, in as good state and condition as reasonable use and wear thereof will permit, damages by the elements excepted, and engage not to let or underlet the whole or any part of the said premises, without the written consent of the landlord, under the penalty of forfeiture and damages; and also not to use or occupy the said premises for any business deemed extra hazardous, on any account of fire, without the like consent, under the like penalty.

Given under hand and seal the day of 18 .

A. B.

#### *4.—Security for Rent.*

In consideration of the letting of the premises above described, and for the sum of one dollar, I do hereby become surety for the punctual payment of the rent, and performance of the covenants, in the above written agreement mentioned, to be paid and performed by A. B., and if default shall be made therein, I hereby promise and agree to pay unto C. D. such sum or sums of money as will be sufficient to make up such deficiency, and fully satisfy the conditions of the said agreement, without requiring any notice of non-payment, or proof of demand being made.

Given under hand and seal the day of 18 .

E. F.

#### *5.—Lease of Part of a House.*

This indenture entered into the day of 18 , by and between A. B., of and C. D., of whereby the said A. B. agrees to let, and the said C. D. agrees to take the rooms or apartments following, that is to say: [here insert brief description of the part of the house leased] being part of a house and premises situate and being in No. in street, in the city of to have and to hold the said rooms and apartments, for and during the term of to commence from the day of instant, at and for the yearly rent of dollars, lawful money of the United States, payable monthly by even and equal portions, the first payment to be made on the day of next ensuing the date thereof, and it is further agreed that, at the expiration of the said term of the said C. D. may hold, occupy, and enjoy the said rooms or apartments from month to month, for so long a time as the said C. D. and A. B. may and shall agree, at the rent above specified; and that each party be at liberty to quit possession on giving the other a month's notice in writing. And it is also further agreed, that when the said C. D. shall quit the premises, he shall leave them in as good condition and repair as they shall be in on his taking possession thereof, reasonable wear excepted.

In witness whereof we have hereunto set our hands and seals.

A. B. [Seal.]

C. D. [Seal.]

Signed and sealed in the presence of

[Names of witnesses.]



### *6.—Landlord's Certificate of Renting.*

This is to certify, that I have this      day of      18      , let and rented unto C. D., of      [here insert brief description of premises], with the appurtenances, and the sole and uninterrupted use and occupation thereof for      year to commence the      day of      18      , at the yearly rent of      dollars, payable quarterly on the usual quarterly days [or on the first days of May, August, November, and February, in each year].

[Signature of landlord.]

### *7.—Tenant's Certificate of Hiring.*

This is to certify, that I have this      day of      18      , hired and taken from A. B., of      [here insert brief description of premises], with the appurtenances, for the term of      year , to commence the      day of      next, at the yearly rent of      dollars, payable quarterly on the usual quarterly days [or on the first days of May, August, November, and February, in each year]. And I do hereby promise to make punctual payment of the rent in manner aforesaid [except in case the premises become untenable, from fire or any other cause, when the tenancy and the rent is to cease] : and I do further promise to quit and surrender the premises at the expiration of the term or tenancy, in as good state and condition as reasonable use and wear thereof will permit, damages by the elements excepted.

[Signature of tenant.]

### *8.—Security for Rent.*

In consideration of the letting of the premises above described, and for the sum of one dollar, I do hereby become surety for the punctual payment of the rent, in the above written agreement mentioned, to be paid by C. D. as therein specified ; and if any default shall at any time be made therein, I do hereby promise and agree to pay unto the landlord in said agreement named, the said rent, or any arrears thereof that may be due, without requiring notice or proof of demand being made.

Given under my hand and seal the      day of      18      .

[Signature and seal.]

### *9.—Tenant's Certificate Mortgaging his Chattels on the Premises as Security.*

[Insert the following at the end of form 3:] And I do hereby pledge and mortgage to the said C. D. all my personal property of what kind soever which is or may be on the premises aforesaid, for the faithful performance of the covenants herein, hereby authorizing the said C. D., in case of a failure on my part to perform all or any of said covenants, to take said property so pledged, and sell the same, and out of the proceeds of such sale to pay and discharge all rent, damages, and expenses

which may at such time be due, and to pay over to me or my assigns the surplus moneys arising from such sale. [Signature of tenant.]

[To give the mortgage force as against creditors or third persons, it should be filed in the office of the town clerk. See Chattel Mortgages for further information.]

### 10.—*Provision as to Repairs.*

[Insert in certificates of each party the matters agreed—*e. g.*, thus:] And it is further agreed that said A. B. is to put in a heater before the day of      and to put up the fences forthwith; and that said C. D. may retain the first month's rent, laying it out in papering the walls of the house, and the overplus, if any, otherwise in necessary repairs in and about the house.

### 11.—*Indenture of Lease.*

This indenture made this      day of      one thousand eight hundred and      between A. B., of      county of      State of      party of the first part, and C. D., of      county of      State of      party of the second part, *witnesseth*: That the said party of the first part, for and in consideration of the rents, covenants, and agreements hereinafter mentioned, reserved, and contained on the part and behalf of the party of the second part, his executors, administrators, and assigns, to be paid, kept, and performed, has leased, demised, and to farm let, and by these presents does lease, demise, and to farm let, unto the said party of the second part, his executors, administrators, and assigns, all [here insert description of premises]: To have and to hold the said above mentioned and described premises, with the appurtenances, unto the said party of the second part, his executors, administrators, and assigns, from the      day of      one thousand eight hundred and      for and during, and until the full end and term of      years thence next ensuing, and fully to be complete and ended, yielding, and paying therefor, unto the said party of the first part, his heirs or assigns, yearly, and every year, during the said term hereby granted, the yearly rent or sum of      dollars, lawful money of the United States, in equal quarter [or half] yearly payments—to wit, on the      day of [naming the months intended], in each and every year during the said term: Provided always, nevertheless, that if the yearly rent above reserved, or any part thereof, shall be behind or unpaid, on any day of payment whereon the same ought to be paid, as aforesaid; or if default shall be made in any of the covenants herein contained, on the part and behalf of the said party of the second part, his executors, administrators, and assigns, to be paid, kept, and performed, then and from thenceforth it shall and may be lawful for the said party of the first part, his heirs or assigns, into and upon the said demised premises, and every part thereof, wholly to re-enter, and the same to have again, repossess, and enjoy, as in his or their first and former estate, anything hereinbefore contained to the contrary thereof in any wise notwithstanding.

And the said party of the second part, for himself and his heirs, ex

ecutors, and administrators, doth covenant and agree, to and with the said party of the first part, his heirs and assigns, by these presents, that the said party of the second part, his executors, administrators, or assigns, shall and will, yearly, and every year, during the term hereby granted, well and truly pay, or cause to be paid, unto the said party of the first part, his heirs or assigns, the said yearly rent above reserved, on the days, and in the manner, limited and prescribed, as aforesaid, for the payment thereof, without any deduction, fraud, or delay, according to the true intent and meaning of these presents [if so agreed, add : and that the said party of the second part, his executors, administrators, or assigns, shall and will, at their own proper costs and charges, bear, pay, and discharge all such taxes, duties, and assessments whatsoever, as shall or may, during the said term hereby granted, be charged, assessed, or imposed upon the said described premises] ; and that on the last day of the said term, or other sooner determination of the estate hereby granted, the said party of the second part, his executors, administrators, or assigns, shall and will peaceably and quietly leave, surrender, and yield up, unto the said party of the first part, his heirs or assigns, all and singular the said demised premises. And the said party of the first part, for himself, his heirs, and assigns, doth covenant and agree, by these presents, that the said party of the second part, his executors, administrators, or assigns, paying the said yearly rent above reserved, and performing the covenants and agreements aforesaid, on his and their part, the said party of the second part, his executors, administrators, and assigns, shall and may at all times during the said term hereby granted, peaceably and quietly have, hold, and enjoy the said demised premises, without any let, suit, trouble, or hindrance, of or from the said party of the first part, his heirs, or assigns, or any other person or persons whomsoever.

In witness whereof the parties have hereunto interchangeably set their hands and seals this      day of      18      .

A. B. [Seal.]

C. D. [Seal.]

Signed, sealed, and delivered in the presence of

[Signatures of witnesses.]

## 12.—*Landlord's Certificate of Letting Farm with Stock and Tools.*

This is to certify that I have, this      day of      18      let and rented unto C. D., of      in the county of      a certain farm situate in the town and county aforesaid, and bounded as follows [here insert description] ; with the appurtenances, and also with the use, profits, and behoof of the following named stock and farming utensils, cattle, horses, and stock now being or to be on the said premises within described, on and from the      day of      18      during the time below stated—viz., one span of horses and      set of harness, one pair cattle, one lumber-wagon, and all the farming utensils on the said farm now remaining and being, and the sole and uninterrupted use and occupation thereof, for the term of      from the      day of      18      at the yearly rent of

dollars, payable on the first day of January [with the refusal of the same for five years more at the same rent, upon said C. D. giving me notice in writing of his intention to renew the lease on or before the      day of 18      ].

[Signature.]

[Date.]

### 13.—*Tenant's Certificate of Same.*

This is to certify that I have, this      day of      18      rented of A. B., of      his farm [here insert description], and have agreed to the following covenants—viz., that I will seed well with timothy and clover seed all the land west of the road which is broken up; that I will leave the manure on the farm; that I will pay for the sawing of such lumber as may be needed on the farm for fences; that I will draw said lumber, and at my own expense construct a good fence therewith the whole length of the new road on the east side, on or before the      day of 18      ; that I will pay, or cause to be paid, the road and land tax on the same. I also promise to use the horses, oxen, wagons, sleighs, and other tools carefully, and to return them in as good condition as they are now, the necessary wear excepted, together with possession of the farm and buildings, on the      day of      18      .

[Signature.]

[Date.]

### 14.—*Mining Lease.*

This indenture, made this      day of      one thousand eight hundred and      between A. B., of      county of      State of      party of the first part, and C. D., of      county of      State of      party of the second part, witnesseth: That the said party of the first part for and in consideration of the rents, covenants, and agreements hereinafter mentioned, reserved, and contained on the part and behalf of the party of the second part, his executors, administrators, and assigns, to be paid, kept, and performed, do grant and convey to the said party of the second part, his heirs, executors, administrators, and assigns, the right of entering in and upon the lands hereinafter described, for the purpose of searching for mineral and fossil substances, and of conducting mining and quarrying operations, to any extent he may deem advisable for the term of      years, from the      day of      18      but not to hold possession of any part of said lands for any other purpose whatsoever, paying for the site of buildings necessary thereto, a reasonable rent. The said lands are situated [here insert description].

And the said party of the second part hereby agrees that he, his heirs, executors, administrators, or assigns, will pay or cause to be paid to the said party of the first part, his heirs or assigns [here state payments], and also covenants that no damage shall be done to or upon said lands and premises, other than may be necessary in conducting said operations. And the said parties of the first and the second part, each for themselves, their heirs, executors, administrators, and assigns, covenant and agree, and this indenture is made with this express proviso, that if no mineral or fossil substance be mined or quarried, as now contemplated by said parties, within the period of      years from the      day of      18      then



these presents, and everything contained herein, shall cease, and be for ever null and void.

In witness whereof the parties hereto have hereunto interchangeably set their hands and seals this       day of       one thousand eight hundred and       .

A. B. [Seal.]  
C. D. [Seal.]

Signed, sealed, and delivered in the presence of  
[Signatures of witnesses.]

*15.—Lease with right to re-enter in case Default shall be made in any of the Covenants or in Payment of Rent.*

This indenture, made the       day of       one thousand eight hundred and       between A. B., of       county of       State of       party of the first part, and C. D., of       county of       State of       party of the second part, witnesseth : That the said party of the first part has letten, and by these presents does grant, demise, and to farm let, unto the said party of the second part [here insert a description of the property], with the appurtenances, for the term of       from the       day of       one thousand eight hundred and       at the yearly rent or sum of       dollars, to be paid in equal [weekly, monthly, or quarterly] payments.

And it is agreed that if any rent shall be due and unpaid for       days after the same is due, or if default shall be made in any of the covenants herein contained, then it shall be lawful for the said party of the first part to re-enter the said premises, and to remove all persons therefrom. And the said party of the second part does covenant to pay to the said party of the first part, the said yearly rent as herein specified. And at the expiration of the said term, the said party of the second part will quit and surrender the premises hereby demised, in as good state and condition as reasonable use and wear thereof will permit, damages by the elements excepted. And the said party of the first part does covenant that the said party of the second part, on paying the said yearly rent, and performing the covenants aforesaid, shall and may peaceably and quietly have, hold, and enjoy the said demised premises, for the term aforesaid.

In witness whereof we have hereunto set our hands and seals this       day of       in the year of our Lord, one thousand eight hundred and       .

A. B. [Seal.]  
C. D. [Seal.]

Signed, sealed, and delivered in the presence of  
[Signatures of witnesses.]

*16.—Covenant not to Assign, etc.*

[Use form 15, and insert the following at the end and before the attestation clause :]

And the said party of the second part shall not, nor will, at any time

or times hereafter, during the term hereby granted, lease, let, or demise all or any part of the said premises hereby demised, nor assign, transfer, or make over the same, or this present lease, or any of his term or time therein to any person or persons whomsoever, without the consent of the said party of the first part, his heirs or assigns, in writing, under his or their seal, for that purpose first had and obtained, anything hereinbefore contained to the contrary thereof in any wise notwithstanding.

### *17.—Covenant to Renew.*

[Use form 15, and insert the following at the end and before the attestation clause :]

It is further agreed, that at the expiration of the term in the annexed lease mentioned, the said party of the first part hereby agrees to let and lease to the said party of the second part all the premises, machinery, and appurtenances in said lease mentioned, for another term of        years, at the same annual rent, and on the same conditions under which said party of the second part now holds said premises under and by virtue of the present lease ; provided said party of the second part shall, at least one year before the termination of the present lease, notify the said party of the first part of his intention to hire said premises and appurtenances for such additional term.

### *18.—Covenant to Buy Fixtures at a Valuation.*

[Use form 15, and insert the following at the end and before the attestation clause :]

And the said party of the first part hereby covenants and agrees to and with the said party of the second part, that at the expiration of the present lease, or of the renewed lease, if the same shall be accepted, he will purchase of the said party of the second part all the machinery that shall have been placed by him in or upon the said premises during the whole time he shall have occupied the same, allowing therefor to the said party of the second part the full valuation at which such machinery shall then be estimated, in the buildings, and not for purpose of removal. And in case the parties hereto shall not agree upon such valuation, then the same shall be made by three disinterested persons, one of whom is to be chosen by each of said parties, and the other to be selected by the two so chosen.

### *19.—Covenants in a Farm Lease on Shares.*

[Use form 15, and insert the following at the end and before the attestation clause :]

And the said party of the second part hereby covenants and agrees, to and with the party of the first part, that he will occupy, till and in all respects cultivate the premises above mentioned, during the term aforesaid, in a husbandlike manner, and according to the usual course of husbandry practiced in the neighborhood ; that he will not commit any

waste or damage, or suffer any to be done ; that he will keep the fences and buildings on the said premises in good repair, reasonable wear thereof and damages by the elements excepted ; and that he will deliver to the said party of the first part, his heirs, executors, or administrators, or to his or their order, one equal half of all the proceeds and crops produced on the said farm and premises aforesaid, of every name, kind, and description,—to be divided on the said premises, in the mow, stack, or half-bushel, according to the usual course and custom of making such divisions in the neighborhood, and within a reasonable time after such crops shall have been gathered and harvested.

It is further agreed between the parties hereto that the party of the first part shall provide one equal half of all seed or seeds necessary to be sown or planted on said premises, and pay all taxes and assessments upon the same ; that the party of the second part is to do, or cause to be done, all necessary work and labor in and about the cultivation of the said premises ; that he is to have full permission to inclose, pasture, or till and cultivate the said premises, so far as the same may be done without injury to the reversion, and to cut all necessary timber for firewood, farming purposes, and repairing fences ; and that he is to give up and yield peaceable possession of the said premises at the expiration of his said term.

## 20.—*Surrender of a Lease Indorsed Thereon.*

Know all men by these presents, that I, C. D., the within-named lessee [or, assignee of the within-named lessee], in consideration of dollars, to me in hand paid, do, for myself, my executors and administrators, bargain, sell, surrender, and yield up, from the day of the date hereof, unto the within-named C. D., lessor [or other owner of the reversion], and his heirs [or his executors and administrators], the within indenture of lease, and the lands and premises therein mentioned, and the term of years therein yet to come, with all my right, title, and interest thereto, and that free and clear of all encumbrances of what kind soever, at any time, by me, or by my privity, consent, or procurement, done, committed, or suffered.

In witness [etc., as in form 5].

## 21.—*Assignment of Lease.*

Know all men by these presents, that I, C. D., of                    county of                    State of                    for and in consideration of the sum of                    dollars lawful money of the United States, to me duly paid, by E. F., of                    county of                    State of                    have sold, and by these presents do grant, convey, assign, transfer, and set over, unto the said E. F., the indenture of lease, bearing date the                    day of                    in the year one thousand eight hundred and                    made by A. B., of                    county of                    State of                    with all and singular the premises therein mentioned and described, and the buildings thereon, together with the appurtenances. To have and to hold the same unto the said E. F., his assigns, from the                    day of                    for and during all the

rest, residue, and remainder yet to come of and in the term of      years mentioned in the said indenture of lease      subject, nevertheless, to the rents, covenants, conditions, and provisions therein also mentioned. And I do hereby covenant, grant, promise, and agree, to and with the said E. F., that the said assigned premises now are free and clear of and from all former and other gifts, grants, bargains, sales, leases, judgments, executions, back rents, taxes, assessments, and incumbrances whatsoever.

In witness whereof I have hereunto set my hand and seal this day of      one thousand eight hundred and

Sealed and delivered in the presence of

C. D. [Seal.]

[Signatures of witnesses.]

### *LETTER OF CREDIT.*

A letter of credit is an open or sealed letter directing the person or persons to whom it is addressed to pay the bearer any sum without limit, or up to a certain sum mentioned.

These letters are of two kinds, general and special. The former is addressed to the writer's friends and correspondents generally, wherever the bearer may go, while the latter is addressed to some particular person or bank.

A letter of credit is usually issued to travellers by a large banking house, in which case, if a special letter, money can be obtained on it from the person or bank to which it is addressed if either accept it, or if it is a general letter, from any bank which is a correspondent of the bank issuing the letter.

But it may be addressed to a special class of correspondents of the issuer, in which case they alone are authorized to pay on it.

The price of the letter is paid the issuer in advance, and if the whole amount is not used, the remainder is refunded.

Any payments to the bearer of the letter raise a debt from the issuer of the letter to the party paying such money; but if such a letter be given as a real accommodation without any deposit of its price, the bearer only becomes indebted for the amount received on it, and he may receive as little as he pleases.

Letters of credit are necessary to avoid the risk and trouble of carrying large sums of money about one's person, and to have the benefits of a banker and a bank account in every large city.

The form issued by any reputable house would be good, but the most ordinary ones are given below.



*General Letter of Credit and Guaranty.*

*Sir* : We hereby agree to accept, and pay at maturity, any draft or drafts on us at sixty days' sight, issued by Messrs. C. D. & Co., of your city, to the extent of \$25,000, and negotiated through your bank.

We are [etc.]

[Signature.]

[Date.]

I hereby guarantee the due acceptance and payment of any draft issued in pursuance of the above credit.

[Signature of guarantor.]

[Date.]

*Special Letter of Credit.*

NEW YORK, *May 10, 1884.*

Messrs. BARING BROTHERS, London :

*Gentlemen* : We take pleasure in introducing to you A. B., who purposes visiting England, and desires us to open a credit with you for him for five hundred pounds sterling. You will please honor his drafts to an amount not exceeding in the aggregate the above-named sum, and charge the same to us, with advice.

The signature of A. B. accompanies this.

Your obedient servants,

JONES & SMITH.

Signature of

A. B.

*Letter Advising of the Same.*

NEW YORK, *May 10, 1884.*

Messrs. BARING BROTHERS, London :

*Gentlemen* : We have this day granted a letter of credit on your house, duplicate of which we enclose, to A. B., for five hundred pounds sterling.

A. B. is about twenty-eight years of age, about five feet ten inches in height, and of dark complexion.

Your obedient servants,

JONES & SMITH.

*LETTERS.*

Business letters should be brief, carefully written, and studiously polite. They should always be *re-read* before sending, for they have the sender's signature, and bind him as his note, acceptance, guaranty, or any written obligation.

The language used in business letters should be of a character to be easily understood, and they should be legibly written.

In replying to a letter, first acknowledge receipt of it.

Numbers in the body of the letter should be written in full and in figures also, for greater security. A promise in a letter to pay an old debt will prevent it from becoming outlawed, or barred by the statute of limitations, and if already outlawed, will revive it.

The following examples will give the reader an idea of all :

PEORIA, Ill., Oct. 19, 1884.

H. B. CLAFLIN & Co.:

*Gentlemen :* Please send me seventeen (17) pieces of assorted merchandise, as follows :

3 pieces of fine muslin.

2 " " good sheeting, 1½ yards wide.

2 " " gingham, etc.

I will remit immediately upon receiving the goods.

Respectfully,

W. STAHLNECKER.

*The Answer.*

132 CHURCH ST., NEW YORK, Oct. 23, 1884.

W. STAHLNECKER, Peoria, Ill.:

*Dear Sir :* Your favor of the 19th instant is received.

We this day send the goods ordered, and hope they will prove acceptable. Find invoice enclosed. Yours truly,

H. B. CLAFLIN & Co.

*Reply.*

PEORIA, Ill., Oct. 30, 1884.

*Gentlemen :* Your letter of the 23d instant, and the goods forwarded the same day, have been received.

Enclosed please find my check on the First National Bank of Peoria, for twelve hundred and ninety-six and 50-100 dollars (\$1,296.50).

Yours truly,

W. STAHLNECKER.

H. B. CLAFLIN & Co., New York.

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## LIBEL AND SLANDER.

Libel and slander are injuries to one's reputation. Libel is that which is written or printed, which reflects on the character of another and is published without lawful justification or excuse, whatever the intention

may have been ; or in other words, it is inflammatory matter addressed to the eye.

Pictures, effigies, and other visible signs may be libelous.

Slander differs from libel in that it is addressed to the ear. Criminal libel is a malicious defamatory matter made known to a third person by writing, by pictures, or by signs which are calculated to injure the living, to blacken the memory of the dead, and to hold them up to hatred, contempt, and ridicule.

Civil libel is a malicious defamatory matter made known to a third person by writing, by pictures, or by false signs, which are intended to injure the living, or any publication which has a tendency to disturb the public peace or the good order of society.

It is a slander to charge a person with being guilty of a crime, or with having some contagious disease which renders him unfit for society ; or to make a charge which affects a person in his trade, profession, or business.

In these three cases it is not necessary to prove that the person slandered has suffered special damages. In all other cases of slander by speaking defamatory words, special damages must be proved.

The slander is supposed to be false until the contrary is shown.

The slander must be published, which is done when communicated to a third person.

A repetition of a slander already in circulation, renders the person repeating it liable to an action.

Malice, which is essential to support an action for slander, is always presumed until the contrary is proved.

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### *LICENSE.*

A license is a right given by some competent authority in a State to do an act which without such authority would be illegal.

Many of the States distinguish between pedlars and commercial travellers selling home products and those selling the products of other States.

The laws of the States and Territories, in reference to licenses granted to pedlars and commercial travellers and the fees to be paid for the same, are given below :

ALABAMA.—Pedlars in a wagon are required to pay a fee of \$50 for a license ; pedlars on a horse, \$20 ; pedlars on foot, \$10 ; which fee must

be paid in each county where the pedlar sells productions other than those of the State.

ARIZONA.—Pedlars in a wagon are required to pay a fee of \$10 per month for a license; pedlars on foot \$5 per month; which fee is to be paid to the county treasurer. These laws do not apply to the producers of the commodities within the Territory.

ARKANSAS.—Pedlars are required to pay to the State a fee of \$25 for six months' license, and the same fees to each county where the goods are sold, as a county tax.

COLORADO.—Pedlars are required to pay a fee of not less than \$5, nor more than \$100, for a license for one year. The fee to be determined by the county commissioners.

CALIFORNIA.—Pedlars in a wagon are required to pay a fee of \$15 per month; on foot \$5 per month; which fee is to be paid to the county auditor. These fees do not apply to those peddling productions of the State.

CONNECTICUT.—There are no laws in this State on the subject.

DAKOTA.—County clerk may assess the amount of the fee pedlars are to pay for their yearly licenses.

DELAWARE.—Pedlars on foot are required to pay \$50; if a citizen \$8; with one horse \$16; two horses \$30; and \$10 for each additional horse. Pedlars with one horse and wagon \$25; two horses and wagon \$35; and \$10 for each additional horse. For license to sell clocks \$50. No license required to sell products of the State or grains, provisions, provender, fruit, or books. Tin pedlars shall pay \$10 if without a cart, or \$20 with one.

FLORIDA.—Drummers shall pay a State license of \$25 and no other. Pedlars on foot shall pay \$10; with horse and cart \$20; with boat of less than twenty tons burden \$20; of more than twenty tons burden \$30.

GEORGIA.—Pedlars are required to pay a fee of \$50 to the county for a license for one year.

ILLINOIS.—General Assembly may tax pedlars, but does not.

INDIANA.—Pedlars being non-residents, and not selling goods of the State, are required to pay a fee of \$5 if their capital is less than \$1,000; \$7.50 if over \$1,000 and less than \$2,000; \$10 if over \$2,000 and less than \$5,000; and \$20 for any amount over \$5,000—to be paid to the county treasurer.

IOWA.—Pedlars of goods not manufactured in the State are required to pay a fee of \$10 for a license; with one horse \$25; with less than four horses \$25; with four horses or more \$75. Pedlars of watches \$30; of clocks \$50. The licenses last one year, and are good throughout the State.

KANSAS.—Cities are empowered to tax pedlars for licenses.

KENTUCKY.—Pedlars are required to pay a fee of \$100 per annum for a license throughout the State; for one or more counties sixty-five cents for each one hundred voters in such counties. Either license to be obtained of the county court.



**LOUISIANA.**—Pedlars in a boat are required to pay a fee of \$100 for a license; with two horses \$20; with more than two horses \$25; with one horse \$10; on foot \$5.

**MAINE.**—Pedlars at retail are required to pay a fee of \$10 for a license; at wholesale \$25 if a resident; but if a non-resident \$25 at retail and \$50 at wholesale. License to be obtained of county commissioners.

**MARYLAND.**—Pedlars on foot are required to pay a fee of \$40 for a license; with one horse \$50; with two horses \$70, in each county.

**MASSACHUSETTS.**—Pedlars may obtain a State license of the secretary of state for \$50. The same officer may grant special county licenses at from one to four dollars each, according to the county; or he may grant licenses to obtain town licenses at from three dollars to twenty-five dollars.

**MICHIGAN.**—Pedlars on foot are required to pay a fee of \$15 for a license; pedlars with one horse \$40; pedlars with more than one horse \$75; pedlars by rail or boat \$100; or if intending to travel to take orders \$50, to the treasurer of the State.

**MINNESOTA.**—There are no laws on the subject in this State.

**MISSISSIPPI.**—Pedlars on foot are required to pay a fee of \$5 for a license; pedlars with one horse \$10; pedlars with one horse and cart \$20; pedlars with two horses and cart \$25; which fee must be paid in each county where the goods are sold. Pedlars of tin and pottery made in the State are not required to pay a license fee.

**MISSOURI.**—Pedlars on foot are required to pay a fee of \$3 for a license for six months; pedlars with horses \$10 for six months; pedlars with cart \$20 for six months; pedlars with boat \$1 per day for less than five days, or fifty cents per day for less than six months. County court also may levy an equal tax.

**NEBRASKA.**—Pedlars are required to pay a fee of \$30 for a license to peddle throughout the State for one year, which license is to be obtained of the county clerk.

**NEVADA.**—Pedlars on foot are required to pay a fee of \$10 per month for a license; pedlars with cart \$20 per month. The license is issued by the county auditor to the sheriff.

**NEW HAMPSHIRE.**—Pedlars are required to pay a fee of \$10 per year for a license; the license is to be obtained of the clerk of the supreme court.

**NEW JERSEY.**—Pedlars on foot are required to pay a fee of \$8 for a license for one year; with horses \$15 for one year; and an additional fee of \$2 and \$3.50 in each case respectively to the Governor of the State.

**NEW YORK.**—Pedlars on foot are required to pay a fee of \$20 per year for a license; pedlars with one horse or boat \$30 per year; pedlars with more than one horse or boat \$50 per year. The license is to be obtained of the secretary of state.

**NORTH CAROLINA.**—There are no laws in this State on the subject.

**OHIO.**—Pedlars on foot are required to pay a fee of \$12 for a license; pedlars on horseback \$20; pedlars with one horse and cart \$20; pedlars

with two horses and cart \$28; pedlars in a boat or by rail \$60. The license is granted by the county auditor.

OREGON.—Pedlars are required to pay not less than \$10 nor more than \$200 per annum.

PENNSYLVANIA.—Pedlars on foot are required to pay a fee of \$8 per year; pedlars with horse and cart \$16 per year; pedlars with two horses and cart \$25 per year. The license is granted by the two judges of the county court.

RHODE ISLAND.—Pedlars are required to pay a fee of \$60 for a license for the State, \$30 for Providence county, and \$15 for each of the other counties. Pedlars of jewelry, etc., \$200 for the State, \$100 for Providence county, and \$50 for the other counties. The license is to be obtained of the State treasurer.

SOUTH CAROLINA.—Pedlars are required to pay a fee of \$10 per year to the county for a license, to be obtained of the county clerk.

TENNESSEE.—Pedlars on foot are required to pay a fee of \$20 per year for a license. Pedlars with horse or vehicle \$50, and \$50 additional for each vehicle and \$10 for each additional horse. Licenses to be taken out quarterly. Drummers shall pay a privilege tax of \$50 annually to the State, and counties may lay a tax of \$5 on them.

TEXAS.—Pedlars on foot are required to pay a fee of \$10 per year for a license in each county; with one horse or pair of oxen \$25; with two horses or two pairs of oxen \$40. Drummers an annual occupation tax of \$200, but not if their employers pay a merchant's occupation tax in the State.

VERMONT.—Pedlars on foot are required to pay a fee of \$15 for a license; pedlars with team \$30, and if they carry jewelry, clocks, watches, or patent medicines, \$60. The license is to be obtained of the county clerk annually.

VIRGINIA.—Pedlars are required to pay a fee of \$50 per year for a license; sample merchant \$25 per year. The license is to be obtained of the commissioner of revenue of every township.

WEST VIRGINIA.—Pedlars on foot are required to pay a fee of \$10 for a license; with team \$25 per year, payable in each case to the State.

WISCONSIN.—Pedlars on foot are required to pay a fee of \$15 for a license; with one horse \$20; with two horses \$40; with more than two horses \$50—for one year. The license is to be obtained of the secretary of state.

WYOMING.—Pedlars are required to pay a fee of \$25 per month for a license. Drummers are exempt from payment of a license fee.

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## L I E N .

A lien is a hold or claim which one person has upon the property of another as a security for some debt or charge. A lien differs from a

mortgage in that it attaches as an incident to the matter of the debt by act of the law, while a mortgage is made for the express purpose of the security. A lien is the right to retain the property of another on account of labor employed or money expended on that specific property.

Other liens are on property never in the possession of the holder, but which, like that in favor of material men, mechanics, and maritime lenders, show a peculiar equity in favor of the creditor as regards the particular property.

A particular lien arises out of labor or money applied to a specific article in the possession of the creditor.

A general lien is a right to retain property in possession for a general balance.

Inn-keepers, warehousemen, tailors, common carriers, repairers, brokers, sellers, and pawnbrokers have particular liens for services rendered or for money advanced on the property in their possession.

Attorneys have a general lien on the papers of their client and also upon judgments obtained by them. Bankers have a general lien on all securities left with them for moneys advanced at any time after the receipt of the securities. These are the common-law liens and are allowed in every State without any statute. When possession is given up the lien is lost.

Maritime liens are those of a shipper on the vessel for the value of the goods sent, of the owner of the ship on the goods for freight, of the master of a ship for wages and disbursements, of a seaman for wages, of a material man for supplies, etc., furnished; of injured parties in case of a collision, and of the part owners for extra advances.

The statutory liens given by special statute in the different States will be given below:

**ALABAMA.**—Advances in mules, provisions, and implements, which are stated in a note or obligation to be advanced for making a crop, is a lien on the crop, if recorded within sixty days from date in the office of the probate judges in the county where the person obtaining the advances resides.

Landlords have liens on crops for rent for the current year, and for supplies of materials furnished the tenant.

Mechanics and every person have a lien for work done and materials furnished. Employés of a railroad have a lien on the property of the company. Agricultural laborers and superintendents have a lien on the crops. Proceedings to enforce these liens must be begun within six months. Original contractors must within six months after the time when the claim arose, file an account and description of property in probate judge's office. Laborers must do the same within thirty days, and every other person within four months.

**ARIZONA.**—Artisans, builders, etc., performing labor and furnishing material for the construction or repair of any building or any superstructure, have a lien for their payment, as also have repairers of personal property.

Judgments are liens for two years on real estate.

**ARKANSAS.**—Artisans, builders, etc., have liens for labor and materials furnished on any building. A true account of the same must be filed in the county clerk's office within three months after the debt is due. Laborers also have a lien on their product.

Judgments obtained in circuit court are liens for three years on real estate in the county. Justice's judgments become a lien on filing a transcript with the clerk of the circuit court.

**CALIFORNIA.**—Mechanics, material men, architects, and laborers of every class, giving labor or material to the construction, repair, etc., of any mining claim, building, ditch, fence, machinery, railroad, road, or other structure, have liens upon the property upon which they have worked or furnished material. A claim of lien must be filed in the county recorder's office within sixty days after the completion of the structure by the original contractor, and within thirty days by a sub-contractor or material man, and suit must be brought in the superior court within ninety days after filing the claim.

Judgments are liens on real estate for two years.

**COLORADO.**—Mechanics and others have liens for labor done and material furnished on contract, express or implied, to any amount, by filing a sworn statement of the claim in the recorder's office and beginning action within six months after filing.

Judgments become liens on real estate by filing an abstract thereof with the clerk and recorder of any county where the land is situated.

**CONNECTICUT.**—Boarding-house keepers have liens and may sell the effects of all boarders after sixty days. Material men furnishing over twenty-five dollars' worth have liens if a statement of the material furnished is filed with the town clerk, or in case of a railroad, in the office of the secretary of state, within sixty days, and the foreclosure be commenced within two years. Lien on vessels for labor or materials may be had if a statement is recorded in town clerk's office within ten days.

Judgments are liens on real estate and are foreclosed the same as mortgages, if statement of same is recorded in the office of the clerk of the town where the real estate is situated.

**DAKOTA.**—Mechanics or other persons doing work on or furnishing materials for any building, erection, or improvements on land, have a lien on the building and land on which it is situated. Notice of the same must be filed by the contractor in ninety days, and by sub-contractor within sixty days after the debt arose. If collateral security is taken on the same contract, there is no lien.

Judgments are a lien on real estate for ten years after docketing in the office of clerk of the county where the land is situated.

**DELAWARE.**—Every person performing work or furnishing materials to an amount exceeding twenty-five dollars, has a lien. The contractor



must file a statement of his claim within thirty days and others within ninety days. This lien extends to vessels, but a bill of particulars must be filed within four days after launching. There is no priority of liens. All share proportionally.

Judgments are liens on real estate for twenty years from the time of entering the same.

Executions actually levied are liens for three years. One month's wages not exceeding fifty dollars are a first lien on employer's real estate in Newcastle county, and must be first satisfied out of any sale of the same.

**DISTRICT OF COLUMBIA.**—A landlord has a "tacit lien" on a tenant's goods on the premises enforceable by attachment.

Any person who performs labor or furnishes materials to an amount exceeding twenty-five dollars on building, has a lien on the grounds. A statement of the claim must be filed in clerk's office within three months after the completion of the building. The lien can be enforced in equity by bill at any time within one year after completion of building.

Judgments are liens on real estate.

**FLORIDA.**—Mechanics and all other persons furnishing work or materials for the construction or repair of any building, may have a lien on the building and ground.

Sub-contractors and laborers performing work or furnishing materials, may have a lien by giving notice in writing to the owner that he is held responsible to the extent of the amount he owes to the contractor.

Agricultural laborers have a lien on the crops cultivated by them.

Laborers on railroad or in manufactory have a first lien.

Claims for rent are a lien on the crops raised on the land rented, and are superior to other liens of an older date.

Judgments are liens on real estate in counties where recorded.

**GEORGIA.**—Mechanics who have no personal security, have a lien on the property built or repaired by them, without regard to the title to the same. The lien must be filed within three months after completion of the work, in the clerk's office of the county where the land lies and action commenced within one year from the time the debt is due.

Machinists have the same lien for labor and supplies.

Officers and employes of steamboats and other craft have a lien of the highest dignity for wages and supplies, enforceable by summary process.

Laborers and mechanics, millwrights, stone-cutters, and marble companies have a similar lien.

**IDAHO.**—Every person performing labor upon, or furnishing materials for any construction, has a lien upon it for the same. Sub-contractors and other persons performing labor, or furnishing materials to the contractor, may serve the owner with notice and also have a lien, which can not, however, exceed what the owner owes the contractor.

Every contractor must, within sixty days, and every other person within thirty days after the completion of the building, file or record with the recorder of the county where the property is situated, a claim stating his demand. Suit on the same must be begun within ninety days after filing.

Judgments are liens two years after docketing in the county.

**ILLINOIS.**—Persons furnishing labor, or materials, or services as architect or superintendent under contract with the owner of a lot for any building, are entitled to a lien on the building and lot for the amount due.

Sub-contractors and workmen have a lien to the amount due the contractor.

The original contractor must give notice of his lien within six months after the last payment is due. The sub-contractor must give notice within forty days after payment should have been made to him, and he may enforce his lien within three months from the completion of the sub-contract. All the lien holders may be brought into court by petition, and secure a distribution of the whole amount due the contractor. Contractors, material men, and employes of a railroad have a lien which must be enforced within six months.

Judgments are liens on real estate for seven years.

**INDIANA.**—Mechanics and other persons have liens on buildings, and on the real estate on which they are erected, if notice is filed in the recorder's office within sixty days after the completion of the work. There is the same lien on boats, etc. A mortgage for purchase money has preference over prior judgment. Companies making levees, dikes, drains, and ditches, have a lien on the land for the benefits. Contractors on railroads have liens.

In case of a tenant on shares, landlord has lien on the crop.

Judgments are a lien on real estate for ten years.

**IOWA.**—Mechanics have liens on buildings and improvements made, and upon the land belonging to the proprietor on which the same are situated.

The contractor, to perfect his lien, must file a true account of the demand due him, with the clerk of the district court within ninety days, and the sub-contractor within thirty after the debt arose. If for repairs, the mechanic has a lien on the enhanced value. These liens are assignable.

Judgments are liens on real estate for ten years.

**KANSAS.**—Any mechanic who shall under contract with the owner make any erection or improvement, plant trees, or make fences, shall have a lien on the whole property, and if a note be taken for the sum due, it is sufficient to file a copy of the note, with a sworn statement that it was so given for such work or material.

A sub-contractor, or any one under him, may have a lien by filing a statement, but only to the amount the owner owes the contractor.

Lien must be filed within four months, and action brought within one year.

Judgments are liens on real estate for five years.

**KENTUCKY.**—Mechanics and material men have liens by filing a statement within sixty days, and bringing an action within one year. Sub-contractors and laborers may give notice to the employer, and have a lien to the extent of the sum owed the contractor.

Judgments are not liens on real estate.

**LOUISIANA.**—Liens are given on the crops for the salary of the overseer

for the current year. A workman has a lien on the thing made or repaired by him. Liens are given for rent on crops, and everything used in working the farm. Mechanics have liens on buildings, and the furnisher of materials on buildings.

Judgments are liens on real estate.

**MAINE.**—Liens are given on buildings and lot for labor performed and materials furnished, if a statement of the claim is filed in the town clerk's office within ninety days, or thirty days if there was no contract. On house, on leased land for ground rent accruing within six months. On time, for services in digging and hauling rock. On granite and slate for quarrying, etc. On bricks, for labor or material furnished. On logs and lumber and hemlock bark, for services.

**MARYLAND.**—Mechanics and material men have liens on all constructions for work or material, if a statement of it is filed within six months after the last work is done. These liens last five years. Similar liens on vessels last only two years. Kent, Calvert, and St. Mary's counties are exempt from the lien law except as to shipping.

Judgments are liens on real estate.

**MASSACHUSETTS.**—Any person performing labor or furnishing materials for any structure, has a lien upon it, and upon the owner's interest in the lot.

In order that a lien may attach, notice must be given to the owner of the property, that a lien will be claimed if the owner is not the purchaser of the materials.

A statement of the lien must be filed in the county register's office within thirty days after the work is done.

Suit for enforcing the lien must be brought within ninety days from the same time.

Vessels are subject to liens for labor and material. The effects of boarders, except sailors, are subject to liens for board due. Animals pastured are subject to a lien for pasturage due.

**MICHIGAN.**—Any person performing labor or furnishing materials on any structure, has a lien on it and on the interest of the owner in the land or lots upon which the improvement is made.

Written notice of the lien must be filed within thirty days, in the office of the register of the county, and lasts sixty days, before the expiration of which, proceedings must be commenced to enforce it.

**MINNESOTA.**—Whoever furnishes labor or materials for any structure or boat, has a lien on the structure and the lot or land on which the same is situated.

A statement of the lien must be filed within one year, in the county register's office, and the lien lasts two years.

Sub-contractor, or any one under him, shall file his lien within sixty days.

Owners may prevent liens by requiring contractors to give bonds for their benefit, and post notices of the same on the premises.

Judgments are liens on real estate for ten years.

**MISSISSIPPI.**—The lessor of land has a lien on the crops for rent and any supplies furnished the tenant. Employers have a lien on a laborer's



share of crops for supplies furnished the laborer, and laborers have liens on crops which they help make for their work. These liens are prior to all others and exist without writing.

Mechanics and others have liens on the structure and lot for all labor or materials furnished in construction or repairs. The lien is good only from the time the contract for such labor or materials is filed in the chancery clerk's office of the county. Suit must be brought within six months from time when debt is due.

Judgments are liens on all property.

MISSOURI.—Mechanics and others furnishing labor and materials on any structure have liens on it and the lot on which it stands.

Contractors must file their lien in the clerk's office within six months, laborers and journeymen within thirty days, and all others within four months. Sub-contractors, laborers, and journeymen must give the owner ten days' notice of their intention to file their liens.

Judgments are liens on real estate in counties where recorded, and last three years.

MONTANA.—Mechanics and laborers have liens on any property they contribute to improve. Contractors must file their statement of the lien in the office of the county recorder within ninety days after finishing the job, sub-contractors within thirty days, first giving the owner notice of their intention. Suit must be brought by contractors within one year, and by sub-contractors within ninety days from time of filing the lien.

Judgments are liens on real estate for six years.

NEBRASKA.—Mechanics, contractors, and material men's liens are obtained by filing an account of the items under oath, in the clerk's office, within four months after furnishing such materials, or wood and labor, and last two years after filing.

Mechanics' liens are assignable.

Judgments are liens on real estate.

NEVADA.—Mechanics and others have liens for labor and materials furnished on any building or construction. The claim must be filed by a contractor within sixty days after the completion of the building, and by a sub-contractor within thirty days after the last work or materials furnished. The lien expires within six months.

Wood-cutters have liens on wood or timber while they retain possession for sixty days.

Judgments are liens on real estate for two years.

NEW HAMPSHIRE.—Laborers and persons furnishing materials to the amount of fifteen dollars have liens on the building and lot for ninety days.

Laborers on wood, etc., have the same.

Boarding-house keepers have a lien on baggage and goods of boarders.

Pasturers have liens on the animals pastured.

These liens of laborers may be secured by attachment within the time specified.

NEW JERSEY.—Persons furnishing labor and materials have liens on the building and lot. A claim must be filed within a year after the labor is performed or material furnished, in the clerk's office of the county



where the building is situated. Summons to enforce the lien must be issued in the same time.

Judgments are liens on real estate.

**NEW MEXICO.**—Persons have a lien on a building for labor performed and materials furnished thereon, if claim is filed within sixty days, and suit commenced within one year after the debt is due.

Landlords have a lien on tenant's property for rent due.

Common carriers have liens on the property carried for the amount of the freight.

Judgments are liens on real estate.

**NEW YORK.**—Any one who furnishes labor or materials under a contract on any building has a lien on the premises, but for not more than the contract price or value of the labor or materials. Notice of the lien must be filed within thirty days after the debt is due, and proceedings to enforce the lien must be begun within a year thereafter.

Judgments are liens on real estate for ten years.

**NORTH CAROLINA.**—Mechanics have liens on buildings built or repaired, and on the lot.

Sub-contractors, laborers, and material men can have a lien by giving the owner notice before he has settled with the contractor, and filing notice of lien.

Agricultural laborers, persons making advances to cultivators, and owners of stud-horses and jackasses have liens.

Judgments are liens on real estate for ten years.

**OHIO.**—Any one performing labor or furnishing materials for constructing or building any structure or vessel, has a lien thereon by filing a statement for record in the recorder's office of the county within four months after the debt is due. The lien lasts two years from time of filing.

Judgments are liens on real estate for five years.

**OREGON.**—Mechanics and material men have liens for work and materials for twelve months. Notice of the lien must be filed in the county clerk's office.

Judgments are liens on real estate for ten years.

**PENNSYLVANIA.**—Buildings are subject to liens of laborers, mechanics, and material men, if the same are filed within six months.

Laborers and others have a lien upon the mine, factory, or property used in carrying on business, to the extent of the employé's interest.

The lien lasts five years.

Judgments are liens on real estate for five years.

**RHODE ISLAND.**—All persons working upon or furnishing materials for any building or improvement, have a lien on the same for payment.

Sub-contractors and others under the contractor, must give the owner notice within thirty days after commencing work. A claim for a lien must be filed with the town clerk within six months after commencing work, or four months after default of payment, under a written contract.

**SOUTH CAROLINA.**—Liens are given to secure advances for agricultural purposes, to mechanics furnishing labor or materials on buildings, improvements of land or on vessels.

Judgments are liens on real estate for ten years.

**TENNESSEE.**—Every person performing labor or furnishing materials on a building or improvements has a lien thereon, and on the lot on which it is situated.

Any person under the contractor performing labor or furnishing materials, may have a lien by notifying the owner, and a lien precedes a mortgage if the mortgage is notified.

Landlords have a lien on the crop for rent, and supplies furnished the tenant.

Farm laborers have a lien on the crop, second to the landlord's lien.

Judgments are liens on real estate for one year.

**TEXAS.**—Mechanics and others have liens on buildings for labor or materials furnished.

Landlords have a lien on the crop for rent or supplies furnished the tenant.

City landlords have liens on tenants' property for rent.

Hotels and boarding-house keepers have liens on baggage, and livery-stable keepers have liens on teams left on livery.

Judgments are liens for ten years on real estate.

**UTAH.**—Liens on buildings and improvements, and the lots upon which they are situated, are given to every person performing labor or furnishing materials on filing in the recorder's office a notice of intention to hold such lien within three months after the building is finished, and beginning suit within one year from the same time. This applies to mines and miners.

Judgments are liens on real estate for five years.

**VERMONT.**—Mechanics have liens for work or materials furnished in erecting and repairing buildings on the buildings and lot by filing a memorandum of the same in the town clerk's office, and beginning action within three months after.

**VIRGINIA.**—Liens are given to all who perform labor or furnish materials for the improvement of property. Liens are also given on the crops for advancements made. Boarding-house keepers have liens on the baggage and effects of boarders.

**WASHINGTON.**—Liens are given on vessels, lumber, building, or improvement to any laborer or material man furnishing labor or materials.

A farm laborer has a lien on crops. Notice of liens must be filed within thirty days after the debt becomes due, and action must be brought within one year.

Judgments are liens on real estate for five years.

**WEST VIRGINIA.**—All persons who perform labor upon, or furnish materials for any building, have a lien on the building and lot for the value of such labor or materials if a statement is filed within sixty days. Any one under the contractor must give the employer notice of his lien within thirty days. Suit must be brought within six months.

Employés of incorporated companies shall have a lien for wages on all the personal and real property of the company, if within sixty days after they cease working, records of a true account of the amount due them be sent to the county clerk's office.

Suit must be brought within six months after filing.

A similar lien is given on steamers.

Judgments are liens on real estate.

WISCONSIN.—Every building is subject to a lien for the value of labor performed or materials furnished in the course of its erection, if petition for the lien is filed with the clerk of the county where the property is situated, and action brought within one year.

Sub-contractors and all under the contractor must give the owner thirty days' notice of their claim.

Judgments are liens on real estate for ten years.

WYOMING.—Mechanics and material men are given liens for labor performed and materials furnished in building or repairing buildings.

The claim must be filed within sixty days from the time the work is finished, and an action begun within one year.

Common carriers are given a lien on the goods transported by them for charges.

Judgments are liens on real estate for five years.

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### LIMITATIONS.

The statute of limitations places a limit to the time within which a suit must be brought upon any cause of action. After the expiration of this limitation no suit can be brought for the recovery of a debt. A partial payment on a debt revives it, and an acknowledgment of it in writing has the same effect; in either of the two cases the limitation is computed again from time of partial payment or acknowledgment. The limited time is computed from the time when the debt is due, or if there has been a payment, then from that time, or from the time when a suit could be successfully maintained.

If a demand is necessary to make a debt due, the time mentioned in the statute does not commence to run until such demand has been made. If an action is based on fraud, the time limited does not begin to run until the fraud is discovered. If the person against whom an action could be brought is out of the State, the time of his absence is to be deducted from the time limited. If he is under the disability of infancy, lunacy, or other such disability to sue, including marriage of women where that is a disability to sue, the time will be extended until after such disability is ended.

The benefits of the statute of limitations are waived by a distinct promise usually required to be in writing to pay a debt, and the time begins to run again from the date of such promise.

The following are the laws of the different States bearing on this subject :

**ALABAMA.**—Within twenty years suit by State must be brought against a citizen thereof for the recovery of real property, also actions on judgments ; within ten years on sealed contracts, for the recovery of lands, etc., and against sheriffs, coroners, constables and all public officers ; within six years actions for trespass, actions on a promise in writing, or for the recovery of money, or against sureties, of public officers or of executors, etc., must be brought ; within five years, any action on simple contract, or founded on equity of redemption ; within three years, actions to recover money on unliquidated account ; within one year, actions for assault and battery, false imprisonment and other actions founded on a wrong.

**ARIZONA.**—An action on a judgment must be brought within five years from the time when the judgment was obtained ; within four years, on written contracts ; within three years, on a liability created by statute, except a penalty for trespass, for specific recovery of personal property, actions arising out of fraud ; within two years, on simple contract, on open account against sheriff, coroner or constable ; within one year, on a statute for penalty or forfeiture for libel, slander, assault, battery, or false imprisonment.

**ARKANSAS.**—Actions for the recovery of real estate must be brought within seven years from the time when the cause of action arose ; within ten years on judgments and on bonds ; within five years on promissory notes and other instruments in writing ; within three years on simple contracts ; within one year for wrongfully taking goods.

**CALIFORNIA.**—Actions for the recovery of real estate must be brought within five years from the time when the cause of action arose ; the State has ten years within which to bring an action on judgment ; actions must be brought within four years on any contract in writing ; within three years on liability created by statute, except a penalty, for trespass, for wrongful taking of personal property, or on account of fraud ; within two years on simple contract, against a sheriff, or for damages for the death of one caused by the neglect or wrongful act of another ; within one year for a penalty given by statute on an undertaking in a criminal action, an action for slander, libel, assault, battery, or false imprisonment, or seduction ; an action must be brought within six months against an officer to recover goods by such officer as tax-collector, or to recover stock sold for a delinquent assessment.

**COLORADO.**—Actions upon judgments of courts not of record must be brought within six years from time when the judgment was obtained, also for rent, for waste or trespass on land, for taking or injuring personal property ; within one year action must be brought for assault and battery, false imprisonment, slander, libel, and actions against sheriffs, except for escapes, which must be brought within six months ; within three years in all other personal actions.

**CONNECTICUT.**—Action against adverse claimant of real estate must be brought within fifteen years from time when the cause of action arose ;



within five years on bonds and non-negotiable promissory notes ; within six years on simple contracts ; within three years on express contracts not in writing, trespass, and slander ; within two years against sheriffs ; within one year for forfeitures on any penal statute, and on bonds for costs or on appeal ; within three years prosecutions for treason and State's prison offences ; within one year for damages for loss of life, and upon promissory notes obtained by fraud after notice, or six months after maturity.

**DAKOTA.**—Actions for real property must be brought within twenty years from the time when the cause of action arose, except that the Territory is allowed forty years within which to bring an action ; within twenty years on a judgment or sealed instrument ; within six years upon a contract or liability, or upon a liability created by statute other than a penalty for trespass, for taking or injuring any goods, including actions for the specific recovery of personal property, an action for criminal conversation, or for any other injury to the rights of another ; within three years against sheriffs, upon a statute for a penalty ; within two years for slander, libel, assault, battery, or false imprisonment, actions on a statute for a forfeiture to the people of the Territory ; within one year against sheriff for an escape.

**DELAWARE.**—Action in reference to right of entry into any lands or tenements must be brought within twenty years from the time the cause of action arose ; within six years on notes, bills, or acknowledgments under hand of a subsisting demand ; within three years of trespass, replevin, detinue, debt not of record or on specialty, account, assumpsit, or case.

**DISTRICT OF COLUMBIA.**—Actions on administration bonds, on bill, bond, or judgment, must be brought within twelve years from the time when the cause of action arose ; within three years on simple contract, bills and notes account, debt, detinue, replevin, and trespass ; within one year for slander, trespass, assault, battery, wounding, and imprisonment.

**FLORIDA.**—Actions for real property must be brought within seven years from the time when the cause of action arose ; within twenty years upon judgments or sealed writing ; within five years on other writing ; within three years for liability created by statute, except penalty for trespass, for taking or injuring goods, or specific recovery of goods, for fraud ; within two years on statute for penalty, for libel, slander, assault, or false imprisonment, on open account.

**GEORGIA.**—Actions for title to lands must be brought within twenty years from the time when the cause of action arose, or seven years where a person has written evidence of title ; within four years for personal property ; within twenty years on bonds, or for rights given by statute, or acts of incorporation, or by operation of law ; within six years on notes or contracts in writing ; within four years on open accounts and contracts not in writing ; within ten years against executors, guardians, or trustees ; within four years for trespass upon real property, and for injuries to personalty ; within two years for injuries to the person ; within one year actions for injuries to the reputation.

**IDAHO.**—Actions for real estate must be brought within five years from the time the cause of action arose, or within six years for mesne profits thereof; within five years actions on contracts in writing; within four years on contracts not in writing; within three years on liability created by statute, except penalties for trespass, for taking or injuring goods, or for the recovery thereof, actions arising out of fraud; within one year against an officer for illegal seizure.

**ILLINOIS.**—Actions for real property must be brought within twenty years from the time when the cause of action arose; seven years' title by record constitutes a good title; within twenty years on judgments; within ten years on notes, bills, and written contracts, and for the foreclosure of mortgages; within five years on simple, unwritten contracts, for injury to property, real or personal, or for the recovery of the latter, and all civil actions not otherwise provided for; within two years for injury to the person; within one year for slander.

**INDIANA.**—Actions for injuries to person or character, and for penalties given by statute, must be brought within twenty years from the time when the cause of action arose; within five years against public officer; within ten years for the recovery of property sold to the creditor on execution; within ten years on notes, bills, and written contracts for the payment of money; within twenty years on other written contracts, on judgments for recovering real estate; within six years on accounts and contracts not in writing, rent, for injuries to property, recovery of goods, and for relief against fraud; within fifteen years all actions not specially limited by statute must be brought.

**IOWA.**—Actions for injuries to person or reputation or for a statute penalty, must be brought within two years from the time the cause of action arose; within three years against a public officer; within five years on unwritten contracts, or injuries to property or for fraud; within ten years on written contracts, and for the recovery of real estate; within twenty years on judgments.

**KANSAS.**—Actions for the recovery of lands, except when sold by executor, etc., or on execution, must be brought within fifteen years from the time when the cause of action arose, or within five years for taxes; within two years for forcible entry; within five years on contract in writing; within three years on contract not in writing, or a liability created by statute other than a penalty; within two years for trespass on real estate or personal property, replevin, injuries to rights not before enumerated, and for relief from fraud; within one year for slander, assault, malicious prosecution, false imprisonment, or a statute penalty; within five years on official bonds and actions for relief not otherwise provided for.

**KENTUCKY.**—Actions for the recovery of real estate must be brought within thirty years from the time when the cause of action arose; within fifteen years on contracts in writing, official bonds, or upon a judgment; within five years on contracts, for trespass on real or personal property, on bills, notes, or accounts stated, or for fraud; within one year for personal damages; within two years after the succeeding January, on merchants' accounts for goods sold.

**LOUISIANA.**—Actions for the recovery of real property must be

brought within thirty years from the time the cause of action arose ; twenty years under paper title, or ten years under paper title in good faith ; within ten years on judgments or stated accounts ; within five years on notes or bills ; within three years on open accounts.

**MAINE.**—Actions for the recovery of real property absolutely must be brought within forty years from the time the cause of action arose, or twenty years if no disability exists ; within twenty years on judgments ; within one year for escape ; within two years for assault, slander, or false imprisonment ; within six years, actions on contract, for rent, assumpsit, waste, trespass, replevin, injury to goods, and actions on the case ; within twenty years on all other personal actions.

**MARYLAND.**—Actions for the recovery of land must be brought within twenty years from the time the cause of action arose ; within three years on open account, simple contract assumpsit, replevin, rents, trespass, for injuries to real or personal property ; within twelve years, actions on bonds and judgments.

**MASSACHUSETTS.**—Actions for the recovery of lands must be brought within twenty years from the time the cause of action arose ; within six years, on contracts not sealed, for rents (except upon leases under seal) for taking, detaining, or injuring goods. All actions for wrongs must be brought within four years, except assault, slander, false imprisonment, and actions against executors, etc., sheriffs, etc., assignees, which must be commenced within two years ; within twenty years actions must be brought on witnessed notes by one payee, or his personal representative, or bills and notes issued by a bank, actions on judgments, and all other personal actions on contracts not limited by the foregoing provisions.

**MICHIGAN.**—Actions for the recovery of land, if the person entitled was out of the United States when his right accrued, must be brought within twenty years from the time when the cause of action arose, otherwise within fifteen years ; within ten years, when claimed under tax deed, and within five years when claimed under sheriff's or executor's deed ; within ten years actions must be brought on judgments, and on contracts not otherwise limited by any law ; within six years, actions on contracts, and for taking, detaining, or injuring goods ; within three years, actions against sheriffs ; within two years, actions for slander, trespass on land, assault, and false imprisonment.

**MINNESOTA.**—Actions for real estate and to foreclose mortgages must be brought within twenty years from the time the cause of action arose ; within ten years, actions on judgments ; within six years, actions on express or implied contract, on liability created by statute, and to enforce a trust ; also actions for trespass, taking or injuring personal property, for injuries to the person or rights of another, and for fraud ; within two years, actions for slander, assault, and false imprisonment.

**MISSISSIPPI.**—Actions for the recovery of land must be brought within ten years from the time the cause of action arose ; within six years, actions on notes, bills, and written contracts, for the recovery of personal property, waste, or trespass ; within seven years, actions on judgments ; within three years on verbal contracts ; within one year, for assault, slander, false imprisonment, and replevin.



**MISSOURI.**—Actions on written contracts and for real estate must be brought within ten years from the time when the cause of action arose ; within five years on simple contracts, on open accounts, for taking personal property and for the possession thereof, for trespass on real estate and for fraud ; within three years, actions against sheriffs ; within two years for libel, assault, false imprisonment, and criminal conversation.

**MONTANA.**—Actions on judgment or written contract must be brought within six years from the time that the judgment was obtained or cause of action arose ; within two years for waste or trespass upon real property, for taking or injuring goods, or for the possession thereof, for fraud, on open account, or against a sheriff ; within one year for a statute penalty ; within three years, actions for relief not herein before provided for

**NEBRASKA.**—Actions for the recovery of real estate, upon official or penal bonds, must be brought within ten years from the time that the cause of action arose ; within five years on contract, agreement under seal, or foreign judgment ; within four years for failure of consideration of contract, or for the recovery of money paid on same, for taking or injuring personal property, or for the specific recovery thereof, for fraud or for trespass ; within one year for forcible entry, libel, assault, false imprisonment, and for statute penalty.

**NEVADA.**—Actions for the recovery of lands must be brought within five years from the time that the cause of action arose ; mining claims, two years ; within six years on written contract, and on judgments ; within four years on open accounts, on contracts not in writing ; within three years on a liability created by statute except a penalty for trespass and for fraud ; within two years against sheriff, etc., for a statute penalty, for slander, assault, or false imprisonment.

**NEW HAMPSHIRE.**—Actions for the recovery of real estate, upon notes secured by mortgage and upon judgments and bonds, must be brought within twenty years from the time that the cause of action arose ; within two years for trespass to the person and defamatory words ; within six years all other personal actions.

**NEW JERSEY.**—Actions for the recovery of real property must be brought within twenty years from the time that the cause of action arose ; within sixteen years for rent on sealed lease, on sealed note, and on award under seal ; within nine years on sheriff's bond, and four years on constable's bond ; within six years for trespass, for taking goods for debt not on bond, account and implied promises ; within four years for trespass to the person ; within two years, action for slander.

**NEW MEXICO.**—Actions on judgments must be brought within twenty years from the time that the cause of action arose ; within ten years for the recovery of real estate ; within six years on bonds, notes, and contracts in writing ; within four years on accounts, unwritten contracts for injuries to property, for the conversion of personal property, and for fraud ; within two years against sheriffs, and for injuries to the person or reputation.

**NEW YORK.**—Actions to recover real property, or upon a sealed in-



strument or judgment must be brought within twenty years from the time when the cause of action arose ; within six years on a contract, or a statute liability except a penalty, or for injury to property or person, or to recover a chattel or for fraud, or to establish a will ; within three years against a public officer, against an executor, receiver, or trustee, or for injury to the person from negligence ; within two years, action for libel, assault, false imprisonment or statute forfeiture to the State ; within one year against a sheriff for an escape ; within ten years, actions for all other relief.

**NORTH CAROLINA.**—Actions for the recovery of property must be brought within thirty years from the time the cause of action arose, or within twenty-one years if the property is held under a pretence of title ; within ten years on judgments, on sealed instruments, for foreclosure of a mortgage ; within seven years on justice's judgment and against the personal representative by the creditor of a deceased person ; within six years on official bonds, or for injury to rights in land ; within three years upon contract, for liability created by statute except forfeiture, for trespass on real property, for taking or injuring chattels or for the recovery of the same, for injuries to the rights of others and for fraud, against the principals by sureties, against bail ; within one year actions against sheriffs, etc., for a statute penalty, for libel, assault, or false imprisonment.

**OHIO.**—Actions for the recovery of real property must be brought within twenty-one years from the time the cause of action arose ; within two years for forcible entry and detaining : within fifteen years on bond or contract in writing ; within six years on contracts not in writing, or on a liability created by statute, except a penalty ; within four years for trespass, for the recovery of personal property, or for taking or injuring the same, or for injury to the rights of the person ; within one year for assault, slander, or false imprisonment, and on a statute for forfeiture ; within ten years action on official bonds and actions for relief not enumerated.

**OREGON.**—Actions for the recovery of real property must be brought within ten years from the time the cause of action arose ; within ten years upon judgments, and upon sealed instruments ; within six years on contract, liability created by statute, except a penalty for waste or trespass on real property, and for taking or injuring personal property, or the recovery of the same ; within three years against sheriff ; within two years, action for libel, assault, false imprisonment, or criminal conversation, or for other injury to the person or rights of another.

**PENNSYLVANIA.**—Actions for the recovery of real property must be brought within twenty-one years from the time that the cause of action arose, except that contracts in relation to real estate must be enforced within five years ; within twenty years on judgments, mortgages, and sealed instruments ; within six years on notes, contracts, and unsealed instruments ; within two years for trespass against the person ; within one year for slander.

**RHODE ISLAND.**—Actions for the recovery of real property and on foreign judgments must be brought within twenty years from the time the

cause of action arose or judgment was obtained ; within one year actions on the case for words spoken ; within four years for trespass ; within six years, actions on accounts upon promises, or on unwritten contracts, or for rent, and for the detention or recovery of personal property.

**SOUTH CAROLINA.**—Actions by or under the State for the recovery of real property on a judgment or bond, except for the payment of money only, must be brought within twenty years from the time that the cause of action arose ; within ten years actions for the recovery of real property ; within six years on contracts and notes and bonds for the payment of money only not secured by mortgage, upon any liability created by statute except penalty, for trespass upon real property, for the detention or recovery of personal property, for any injury to the rights or person of another not arising out of contracts, and for fraud ; within three years actions against a sheriff, except for escape, or for a penalty given by statute to the person ; within two years for libel, assault, false imprisonment, or statute penalty to the State ; within one year actions must be brought against sheriffs for escape ; within ten years all other actions.

**TENNESSEE.**—Actions for the recovery of real estate and for recovery of demands against a deceased person must be brought within seven years from the time that the cause of action arose ; within ten years against guardians, executors, and public officers on their bonds and on judgments ; within six years actions against guardians, executors, sheriffs, and other public officers for malfeasance in office ; within three years for injuries to personal or real property, or for the detention of personal property ; within six months, actions of slander ; within one year of libel, injuries to the person, and statutory penalties ; within six years actions upon notes, bonds, accounts, and contracts generally.

**TEXAS.**—Actions for the recovery of real estate held without title, must be brought within ten years from the time that the cause of action arose, or within five years if held under a deed, or three years if held in regular chain of title ; within ten years, actions on judgments, or on contracts to convey lands ; within four years on contract in writing, or on account between merchants, or on the bond of executor or guardian ; within two years for injuries to property and for detaining personal property, or account except between merchants ; within one year for injuries to the person.

**UTAH.**—Actions for the recovery of real property must be brought within seven years from the time that the cause of action arose ; within five years on a judgment ; within four years on contracts in writing ; within three years on liability created by statute, except penalty, trespass, for the recovery of personal property, or detaining or injuring the same, or for fraud ; within two years on contracts not in writing, open accounts against sheriffs, etc. ; within one year for statute penalty for libel assault, or false imprisonment ; within four years all other actions.

**VERMONT.**—Actions for the recovery of lands must be brought within fifteen years from the time that the cause of action arose ; within six years on any contract, for rent, on account, or on a promise express or implied, for trespass, for taking or injuring goods, for wrongs against towns and town clerks ; within eight years for debt on bond or judgment, on

covenant, except covenant of holding in deeds of land, which is fifteen years ; within three years for assault and false imprisonment ; within two years for libel and slander ; within four years against sheriffs ; within fourteen years on attested notes.

VIRGINIA.—Actions for the recovery of real estate must be brought within fifteen years from the time that the cause of action arose ; within twenty years on bonds or contracts under seal ; within ten years on indemnity bonds ; within two years on store accounts ; within five years, all other actions.

WASHINGTON.—Actions for the recovery of real property must be brought within twenty years from the time that the cause of action arose ; within six years on judgments, contracts in writing, and for rent ; within three years for trespass, taking or injuring personal property, or for the recovery thereof, or for any other injury to the person or rights of another, on unwritten contract, for fraud against a sheriff, except escape, upon statute for penalty ; within two years, action for libel, assault, and false imprisonment ; within one year against a sheriff for escape.

WEST VIRGINIA.—Actions for the recovery of real property or on bonds or judgments must be brought within ten years from the time that the cause of action arose ; within five years, all other actions except action on a store account, which must be brought within three years.

WISCONSIN.—Actions on bonds and judgments must be brought within twenty years from the time that the cause of action arose ; within ten years on same when the cause of action accrued without the State ; within six years on all other contracts or liabilities ; within three years against sheriff ; within two years for statute penalty ; within one year against sheriff for escape.

WYOMING.—Actions for real property must be brought within twenty-one years from the time that the cause of action arose ; within five years on bonds, and contracts in writing ; within four years on contracts not in writing, for trespass, or for personal property ; within one year, actions for like assault, and false imprisonment ; within ten years, all other actions.

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## *MARRIAGE, DOWER, RIGHTS OF MARRIED WOMAN.*

Marriage is a contract made in due form of law, by which a man and woman reciprocally agree to live with each other during their joint lives, and to discharge toward each other the duties imposed by law on the relation of husband and wife.

The promises must be reciprocal ; that is, there must be a promise on the part of each party.

It is not necessary that the promises to marry be made at the same time, provided that the offer is accepted before being recalled, or within a reasonable time after being made.



The contract to marry is completed by an acceptance of the offer.

After the contract is made, either party can bring an action for a breach of it on the part of the other party, unless the breach is committed by a party under legal age.

A marriage contract differs from other contracts, as it can not be rescinded at the will of the parties.

All persons are able to contract marriage, unless they are under the legal age or unless there are other disabilities.

At common law the age of consent is twelve for females and fourteen for males. If either party marries before arriving at the age of consent, the younger can, on arriving at that age, avoid the marriage.

If either party is an idiot or insane, the marriage is void.

Force or fraud renders a marriage voidable ; that is, it may be set aside, and a divorce must be granted on the application of the injured party only.

The parties must be willing to enter into the relation of husband and wife to make the marriage valid. If the willingness to marry is obtained through fraud, the marriage may be set aside. The force or fraud must be extreme and certain, otherwise the marriage will not be set aside.

Consanguinity and affinity within the rules prescribed by the laws of the various States and Territories render a marriage void.

Corporeal impotence renders a marriage voidable. This impotence must have existed at the time of the marriage, and must be incurable.

If either party has a husband or wife living, the marriage is void.

The parties must actually make a contract of marriage. The requirements and form will be governed by the laws of the State where the ceremony is performed.

The following are the proper persons to perform the ceremony of marriage :

Ministers of the gospel and priests of every denomination, mayors, recorders, and aldermen of cities, judges of county courts, and justices of the peace.

When the marriage is performed by a magistrate, no particular form is required, except the parties must solemnly declare in the presence of the magistrate and a witness that they take each other as husband and wife. There should always be one witness to the ceremony.

The person performing the ceremony must, on application of either party, furnish a certificate signed by him, which must give the names and residences of the parties ; the names and residences of the attesting witnesses ; and the time and place of the marriage.



The statutes in some of the States require licenses to be taken out and notice of the intended marriage to be given.

In nearly all civil cases marriage may be proved by cohabitation, acknowledgment by the parties, reception by the family, and general reputation.

### *Dower.*

Dower is the provision which the law makes for a widow out of the lands or tenements of her husband for her support and the nurture of her children. The word "dower" has reference to real estate exclusively.

In order to entitle the wife to dower there must have been a legal marriage which has not been dissolved, seizure of the husband, and his death.

In those States and Territories where dower is allowed, it is necessary that the wife join in a conveyance of the husband's real estate, in order to give the grantee a good title. In general, if there is no statement in the conveyance that the wife releases her "dower and right of dower," she can enforce it at the death of her husband.

The wife's dower or right of dower may be lost or barred by joining with her husband in a conveyance of land; by adultery on her part, and subsequent divorce; by foreclosure of a mortgage given by a husband before marriage, or by husband and wife after marriage; by a release of dower, and by a marriage settlement made previous to marriage in lieu of dower.

The wife must have been of age when she joined with her husband in a conveyance of land in order to bar her dower or right of dower. The widow has dower in that part of the estate which remains after all the encumbrances and liens against the same have been paid.

Dower is allowed in all the States and Territories except Arizona, California, Colorado, Dakota, Idaho, Kansas, Louisiana, Minnesota, Texas, and Utah.

In Nevada, on the death of the husband, the wife takes the entire community property [that is, property owned by the husband and wife in common], after paying the debts, family allowances, and expenses of administration.

In New Mexico the wife has no dower except her private property, but she has one-half of all the other property remaining after paying the debts of the estate.

In Washington Territory the wife takes one-half of the common property, subject to the debts of both.

In Wyoming Territory the wife takes the entire estate, both real and personal, after paying the debts, provided that the estate does not exceed the sum of \$10,000.

The following laws are those of the various States and Territories governing the rights of married women to property, as to whether they can hold property separate from their husbands, and what interest they have in the common property :

### *Alabama.*

The real and personal property of any female in this State, acquired before marriage, and all property to which she may be afterward entitled by gift, grant, inheritance, or devise, shall be and remain the separate estate and property of such female, and shall not be liable for any debts, obligations, and engagements of her husband, and may be devised or bequeathed by her as if she were a *feme sole*. A conveyance of the wife's separate estate may be made by the husband and wife jointly, signed in the presence of two witnesses, or acknowledged before any officer authorized to take the acknowledgment of deeds. But she may be sued alone, and her separate estate is liable for debts contracted by her before marriage. A married woman can not transact business as a *feme sole*, but her disabilities in this respect may be removed by proceedings in chancery court.

The wife, having no separate estate where the husband dies leaving no lineal descendant, and his estate solvent, is entitled to be endowed of one-half ; or, if he leaves lineal descendants, or his estate insolvent, one-third of all lands the husband died seized in fee simple, or to which another was seized for his use, or to which at the time of his death he had a perfect equity, having paid the purchase-money. If she have a separate estate which, exclusive of rents, income, and profits, is equal to, or greater in value than, her dower, interest, and distributive share in her husband's estate, estimating her dower interest in his land at seven years' rent of the dower interest, she is not entitled to dower in, or distribution of, her husband's estate. If her separate estate is less than such dower, interest, and distributive share, estimated as above, she is entitled to so much as will make it equal. She may marry without the consent of her parents at the age of eighteen years.

### *Arizona Territory.*

All property of the wife owned by her before marriage, and that acquired afterward by gift, bequest, devise, or descent, shall be her separate property.

Married women of the age of twenty-one years and upwards shall have the sole and exclusive control of their separate property, and may convey and transfer lands or any estate or interest therein, vested in or held by them in their own right, and without being joined by the husband in such conveyance, as fully and perfectly as they might do if un

married. The separate property of the wife is not liable for her husband's debts, although it is liable for her own debts.

Married women may become sole traders and carry on business in their own names. They may sue and be sued concerning their separate property as though unmarried.

### *Arkansas.*

The real and personal property of any *feme covert* in this State, acquired either before or after marriage, whether by gift, grant, inheritance, devise, or otherwise, shall, so long as she may choose, be and remain her separate estate and property, and may be devised, bequeathed, or conveyed by her the same as if she were a *feme sole*; and the same shall not be subject to the debts of her husband.

Failure to schedule such property leaves the burden of proof on the wife to show the character in which it is held.

To entitle a married woman to her right as to personal property, she must cause a schedule of such separate estate to be recorded in her name in the county of her residence.

A wife's separate property is not liable for any debts contracted by her, unless the contract was made with special reference to its being so liable.

### *California.*

All property, both real and personal, of the wife, owned by her before marriage, and all that she may acquire afterward by gift, bequest, devise, or descent, shall be her separate property, and may be sold, conveyed, or assigned by her without the husband's consent.

All property acquired after marriage by either husband or wife, except such as may be acquired by gift, bequest, devise, or descent, shall be common property.

The husband has the entire management, with absolute power of disposition, of the common property; but upon the death of the husband the wife is entitled to one-half of the common property, after payment of debts and expenses of administration. In case of divorce, the common property shall be equally divided between the husband and wife except when the divorce is granted on the ground of adultery or extreme cruelty, in which case the court apportions the property in its discretion.

The husband and wife may make contracts and conveyances, *inter sese*, subject only to the general rules as to contracts between parties occupying confidential relations.

All property owned by the husband before marriage, and that acquired afterward by gift, bequest, devise, or descent, with the rents, issues, and profits thereof, is his separate property. All other property acquired after marriage, by either husband or wife, or both, is common property. The earnings of the wife are not liable for the debts of the husband. The separate property of the wife is not liable for the debts of her husband, but is liable for her own debts, contracted before or after marriage. The separate property of the husband is not liable for her debts contracted before marriage. The property in common is not liable for the contracts of the wife made after marriage, unless secured by a pledge or

mortgage thereof executed by the husband. The husband has the management and control of the common property, with absolute power of disposition, except that he can not dispose of it with a view to defraud the wife of her interest therein.

A married woman may transact business as a *feme sole* upon obtaining leave of the court.

She may dispose of her estate by will, without the assent of her husband.

### *Colorado.*

A married woman may transact business the same as if sole; may dispose of her personal and real estate, or make any contract in relation to the same without her husband's consent, and may sue and be sued as if sole, and may convey her real estate without her husband's joining in the deed with her; and her acknowledgment to such deed may be taken in the same manner as her husband's. Executions may issue against her property on judgments obtained against her.

Her separate property acquired by her, or left to her by will before or after marriage, is not bound for her husband's debts. She can make contracts in her own name, buy goods, give notes in settlement of purchases, can do any business the same as if sole, and bind her own separate property, real and personal.

A married woman may sue and be sued in all matters, as if she were sole.

### *Connecticut.*

All real estate conveyed to a married woman during coverture, in consideration of money or other property acquired by her personal services during such coverture, shall be held by her to her sole and separate use. The proceeds of the sales of the real estate of a married woman which may be invested in the wife's name or in the name of a trustee for her use, are not liable for the husband's debts. If a married woman is abandoned by her husband for three years, she may convey her real estate upon application to superior court.

All the personal property of any married woman, married since June 22, 1849, and before April 20, 1877, and all personal property acquired since that day by such married woman, and all property derived from its sale or reinvestment, shall vest in the husband, in trust for the wife, and upon the decease of the husband shall vest in the wife, if living, or if she has deceased, in her devisees, legatees, or heirs at law, in the same manner as if she had always been a *feme sole*. No sale or transfer by the husband of any such estate, or of his interest therein, is valid, without the written conveyance of the wife, if living, or, if she be dead, of those in whom her estate shall have vested.

A married woman may make contracts in her own name, buy goods, and give notes in settlement for purchases, which will be binding upon her separate estate, real and personal, if these contracts and purchases are made for the benefit of herself, her family, or her estate.

A married woman carrying on business may sue alone on causes of action accruing therefrom.



By Act of March 27, 1878, all property thereafter acquired by any married woman shall be held by her to her sole and separate use.

### *Dakota Territory.*

A married woman may own, in her own right, real and personal property, acquired by descent, gift, or purchase, and manage, sell, convey, and devise the same to the same extent and in the same manner as if she was unmarried. Contracts may be made by a married woman, and liabilities incurred, and the same enforced by or against her, in the same manner as if unmarried. Neither husband nor wife has any interest in the property of the other, but neither can be excluded from the other's dwelling. The husband and wife may enter into any engagement or transaction with each other, or with any other person, respecting property, which either might enter into if unmarried. A husband and wife may hold real or personal property together, jointly, or in common. Neither husband nor wife is answerable for the acts of the other.

The earnings of the wife are not liable for the debts of the husband; and the earnings and accumulations of the wife, and of her minor children living with her or in her custody, while she is living separate from her husband, are the separate property of the wife. The separate property of the wife is not liable for the debts of her husband, but is liable for her own debts, contracted before or after marriage.

A wife's separate property is not liable for debts contracted for the support of herself, her children, or the family, as her husband's agent.

A married woman may buy and sell goods, give notes or other obligations, and sue and be sued, same as if unmarried.

### *Delaware.*

Real and personal property of any female who marries after April 9, 1873, and which she shall own at time of marriage, or that any female now married may receive by gift, grant, devise, or bequest from any person other than her husband, shall be her sole and separate property, and not subject to her husband's debts or control. She may receive wages of her personal labor, maintain action therefor in her own name, deposit any money belonging to her, in her own name, free from her husband's control. She may prosecute and defend suits for protection of her property as if unmarried, and may make all manner of contracts necessary to be made with respect to her own property, and suits may be maintained on such contracts as though the party making them was a *feme sole*.

The real and personal property of any married woman, which has been heretofore acquired, now held, or which she may hereafter acquire in any manner whatsoever, from any person other than her husband, shall be her sole and separate property, and the rents, issues, and profits thereof shall not be subject to the disposal of her husband, nor liable for his debts.

### *District of Columbia.*

The right of a married woman to real or personal property belonging to her at the time of marriage, or acquired during marriage other

wise than by gift or conveyance from her husband, is as absolute as if she were *feme sole*, not subject to disposal of her husband nor liable for his debts, but may be by her conveyed, devised, and bequeathed, same as if she were unmarried. A married woman may contract, sue, and be sued in her own name, in all matters relating to her sole and separate property, in the same manner as if unmarried, but neither her husband nor his property is bound by such contract, nor liable for recovery against her in suit, but judgment may be enforced by execution against her sole and separate estate same as if she were *feme sole*.

The earnings of a married woman are still the property of the husband.

### *Florida.*

All property, both real and personal, of the wife, owned by her before marriage, or acquired afterward by gift, devise, descent, or purchase, shall be her separate property, and not liable for the debts of her husband, nor for debts contracted for her support, nor for expenses of the family. "Hereafter when any female, a citizen of this State, shall marry, or when any female shall marry a citizen of this State, the female being seized or possessed of real or personal property, her title to the same shall continue separate, independent, and beyond the control of her husband, notwithstanding her coverture, and shall not be taken in execution for his debts; and that she may become seized or possessed of real and personal property during coverture, by bequest, demise, gift, purchase, or distribution, subject to the like restrictions, limitations, and provisions."

A married woman can not make a contract to bind her separate property unless her husband joins with her, except upon license granted as appears below. Her separate property left her by will, before or after marriage, is not bound for her husband's debts without act of hers.

A married woman owning real estate of inheritance in this State, may sell, convert, transfer, or mortgage the same, or any part thereof, in the same manner as she might do if she were sole and unmarried, provided the husband of said married woman join in such sale, conveyance, transfer, or mortgage, and the same be made and authenticated in the manner prescribed by the laws in force regulating conveyances of real estate and the recording and authenticating the same; and provided also that such married woman shall acknowledge, on a separate, private examination, apart from her husband, before the officer, or other person appointed by law to take her acknowledgment of her execution of any such sale, conveyance, transfer, or mortgage, that she executed the same freely and without any fear or compulsion of her said husband. Females become of age at twenty-one.

A married woman residing in the State may become a free dealer, and manage, take charge of and control her own estate and contract and be contracted with, sue and be sued, as if unmarried, by making petition in chancery to the judge of the circuit court, who, upon being satisfied, upon testimony taken before a master, as to the capacity and qualifications of such married woman to take charge of and manage her own estate, and to become a free dealer, may grant her a license for that

purpose in accordance with the prayer of the petition, four weeks' notice of such application being published.

It shall not be lawful for any married woman to take charge of and manage her own estate until the order and decree granting such license shall have been published four weeks in succession in some newspaper in the county or circuit, and if no newspaper be published in the county, then by posting a copy for four weeks at the court-house door and two more public places in the county in which she may reside at the time such order was made, one of said notices to be posted in the neighborhood where applicant resides.

### *Georgia.*

All the property of the wife at the time of her marriage shall be, and remain, her separate property ; and all property given to, inherited, or acquired by the wife during coverture, shall vest in and belong to her, and shall not be liable for the payment of any debt, default, or contract of her husband.

As to her separate estate, the wife may contract, sue, and be sued in her own name as a *feme sole*.

A wife's separate property is not liable for debts contracted by her as agent for her husband for support of herself and her children.

### *Idaho Territory.*

All property, both real and personal, of the wife, owned by her before her marriage and that acquired afterward by gift, bequest, devise, or descent, is her separate property ; and all property, both real and personal, owned by the husband before marriage, and that acquired by him afterward, by gift, bequest, devise, or descent, is his separate property. The husband has the management and control of the separate property of the wife during the continuance of the marriage, but he can make no sale or alienation thereof, nor create any incumbrance thereon.

The separate property of the wife is liable for all debts contracted by her before marriage. She may by contract make herself liable so as to charge her separate estate.

The note of a married woman binds her separate estate. She can manage her separate property as a *feme sole*, and carry on business.

### *Illinois.*

A married woman may own in her own right, real and personal property obtained by descent, gift, or purchase, and manage, sell, and convey the same in the same manner as the husband can property belonging to him. A married woman may sue and be sued. Her contracts and liabilities may be enforced against her the same as if she were unmarried ; she may buy goods, give notes in settlement ; but she can not enter into any copartnership business without the assent of her husband. She may control her own earnings. Neither is liable for the debts of the other incurred either before or after marriage, except that the

property of both husband and wife is chargeable with the expenses of the family and the education of the children. A married woman may make a will the same as if she were single.

### *Indiana.*

A married woman may sue and be sued alone where the action concerns her separate property. She may make a will as if single. A married woman holds her real and personal property and all profits therefrom absolutely as her separate property, and they are not liable for the debts of her husband, but she can not alien or incumber her real estate unless her husband join in the conveyance, but may sell her personally without his consent.

She may bargain, sell, and transfer her separate personal property as if single ; may carry on any trade, business, or service, on her separate account, and her earnings and profits therein are her sole and separate property ; she may enter into any contract in reference to her separate personal estate, trade, business, or service, and the management and improvement of her separate real property ; and her separate estate, real and personal, shall be liable therefor on execution or other judicial process.

### *Iowa.*

A married woman may own, in her own right, real and personal property acquired by descent, gift, or purchase, and manage, sell, convey, and devise the same by will in the same manner that the husband can property belonging to him ; and she may receive the wages of her personal labor and maintain an action therefor in her own name and hold the same in her own right. Neither husband nor wife is liable for the debts or liabilities of the other incurred before marriage ; and they are not liable for the separate debts of the other ; nor are the wages, earnings, or property of either, nor is the rent or income of such property, liable for the separate debts of the other. Contracts may be made by a wife and liabilities incurred, and the same enforced by or against her in the same manner as if she were unmarried. A married woman may in all cases sue and be sued, without joining her husband with her except in cases where the cause of action exists in favor or against both.

A married woman can make contracts in her own name, buy goods, give notes in settlement of purchase, etc., binding her own separate property, real and personal. Separate property left to her by will, before or after marriage, is not bound for her husband's debts without act of hers.

### *Kansas.*

The property, real and personal, which any woman may own at the time of her marriage, and the rents, issues, profits, or proceeds thereof, and any real, personal, or mixed property which shall come to her by descent, devise, or bequest, or the gift of any person except her husband, shall remain her sole and separate property, and shall not be liable for her husband's debts.



A married woman may bargain, sell, and convey her real and personal property, and enter into any contract with reference to the same in the same manner, to the same extent, and with like effect as a married man may in relation to his real and personal property.

A woman may sue and be sued, in the same manner as if she were unmarried.

Any married woman may carry on any trade or business, and perform any labor or services, on her sole and separate account ; and the earnings of any married woman, from her trade, business, labor, or services, shall be her sole and separate property, and may be used and invested by her in her own name.

Any woman who shall have been married out of this State, shall, if her husband afterward becomes a resident of this State, enjoy all the rights as to property which she may have acquired by the laws of any other State, Territory, or country, or which she may have acquired by virtue of any marriage contract or settlement made out of this State.

### *Kentucky.*

A married woman has power to act as a single woman if her husband abandons her, leaves the State without making any provision for her maintenance, or if she comes and lives in the State without her husband, or if he is confined in the penitentiary for an unexpired term of more than one year. Unless authorized by decree of court, she can not make contracts in her own name, buy goods, or give notes in settlement of purchases binding her separate property real and personal. Her separate estate is not bound for her husband's debts, whether acquired before or after marriage, by deed, will, or otherwise.

A married woman's real estate, and the rents and profits thereof, are not subject to the debts of, or executions against, the husband, but are liable for her debts and responsibilities contracted or incurred before marriage, and for such contracted after marriage on account of necessities for herself or any member of her family, her husband included, as shall be evidenced by writing signed by her.

### *Louisiana.*

The separate property of a married woman can not be sold by her husband. She may administer it herself, unless there is an ante-nuptial contract to the contrary. All property acquired during marriage, the earnings of the joint or separate labor of the spouses, and the revenues of the separate property of each, enters into the community, and is equally divided between them.

The wife has a mortgage upon all the real estate of her husband, to secure the repayment of all sums received by him for her account during marriage. She may sell her separate estate with the authorization and assistance of her husband.

If the wife is a public merchant, she may, without being empowered by her husband, obligate herself in anything relating to her trade ; and

in such case her husband is bound also, if there exists a community of property between them. She is considered a public merchant if she carries on a separate trade, but not if she retails only the merchandise belonging to the commerce carried on by her husband.

The unauthorized contracts made by married women may be made valid after the marriage is dissolved either by express or implied ratification. A married woman can not bind herself or her property for her husband's debts.

The wife who has obtained the separation of property must contribute, in proportion to her fortune and to that of her husband, both to the household expenses and to those of the education of their children. She is bound to support those expenses alone, if there remains nothing to her husband.

### *Maine.*

A married woman, if married since March 22, 1844, retains her property, but may release control to the husband. If married since April 26, 1852, the husband is not liable for ante-nuptial debts. Married women have now the same rights to property, the same power to make contracts, to sue and be sued, that men have. Upon desertion by the husband and his leaving the State the wife may be authorized by the court to receive and use his personal property. Her estate is liable only for her own contracts. She alone is liable for her torts.

### *Maryland.*

A married woman's real and personal property, belonging to her at the time of her marriage, and all property which she may acquire or receive after her marriage, by purchase, gift, grant, devise, bequest, descent, or in a course of distribution, shall be protected from the debts of the husband, and not in any way liable for the payment thereof; but such separate property is liable for her own debts. She may acquire, hold, and manage such property. Any married woman who by her skill, industry, or personal labor shall earn any money, or other property, real, personal, or mixed, to the value of one thousand dollars or less, over and above her debts, shall hold the same and the fruits, increase, and profits thereof to her sole and separate use, with power as an unmarried woman, to invest, re-invest, and sell and dispose of the same: provided that such money or property shall be liable for the payment of any claim or debt incurred by her, and be liable to be proceeded against by attachment, or in equity. She must convey real or personal estate by joint deed with the husband, but may devise the same by last will and testament as if she were a single woman; she may relinquish dower by separate deed, or jointly with her husband.

An obligation to bind the separate estate of a married woman in equity must show upon its face some evidence of the intent to charge the estate, or there must be evidence *aliunde* tending to prove such intent.

A married woman can be sued jointly with her husband on a note, bill of exchange, contract, or agreement in writing executed jointly with him; judgments in such cases may be collected as if defendants were not

husband and wife. The husband is not liable for his wife's debts contracted, or demands against her arising prior to marriage, but she and her property remain liable therefor in the same manner as if the marriage had not taken place.

### *Massachusetts.*

The real and personal property of a woman shall upon her marriage remain her separate property; and a married woman may receive, receipt for, hold, manage, and dispose of property real and personal, may sue and be sued, and may make contracts oral and written, sealed and unsealed, in the same manner as if she were single; may carry on any trade or business; and all her work and labor for others than her husband and children is presumed, in the absence of express agreement, to be on her separate account; but she can not convey to nor contract with her husband; but a married woman's wearing apparel and personal ornaments, and articles necessary for her personal use acquired by gift from her husband, not exceeding \$2,000 in value, are to be her sole and separate property.

A note made or indorsed by a married woman is good against her, unless her husband is a party to it in such a way that in enforcing it a contract between them must be shown.

The contracts of a married woman are not binding on her husband, nor is he or his property liable therefor; but she and her separate property are liable for such contracts in the same manner as if she were *sole*. A husband is not liable for the debts of his wife contracted before marriage.

### *Michigan.*

The real and personal estate which may have been acquired by any woman before marriage through any source or by any means whatever, and all that she may acquire afterward of any kind or from any source, shall continue her sole property the same as if unmarried, and shall not be liable for any of her husband's debts or undertakings, and may be sold, conveyed, incumbered, or otherwise disposed of by her the same as if single.

She may carry on business in her own name, may deal directly with her husband, the same as with a third person; she may make contracts in her own name, buy goods, give notes in settlement of purchases, etc., binding her own separate property, real and personal. As surety for her husband or other third person she does not bind her separate property.

The husband is not liable for the contracts of his wife in relation to her sole property. A wife's separate property would probably not be bound for the husband's debts, even though contracted for the support of herself or family; but she could bind her property for necessities in the support of herself and family, should she contract therefor in her own name.

A married woman has no general capacity to contract, and can only make such contracts as relate to her own property and becomes personally liable only on account of her own matters. She can not be held on her contract without affirmative proof that it is her own and within her



powers. Her contract of suretyship will not bind her unless made on behalf of her sole property, and should appear to have been so made and upon a sufficient consideration for that purpose, and her note given simply with her husband or any third person as surety for the other's debt would not bind her.

### *Minnesota.*

All property real or personal, owned by a woman at the time of her marriage, continues her separate property, and during coverture she may receive, hold, use, and enjoy property of every description, and all avails of her contracts and industry, free from the control of her husband and from any liability on account of his debts. She is capable of making, and is bound by, her contracts the same as if she were a single woman, except that no conveyance or contract for the sale of real estate, or of any interest therein, other than mortgages on lands for the purchase-money thereof and leases for a term not exceeding three years, shall be valid unless her husband shall join with her in the conveyance. Her separate property is liable only for her own personal debts arising from her own contracts or torts. Her husband is not liable for her debts or her contracts entered into either before or during coverture, except for necessities furnished after marriage. Contracts between husband and wife, or powers of attorney from one to the other, relating to the real estate of either, are void. In relation to all other subjects, either may be the agent of the other, or contract the one with the other. A married woman may sue and be sued in her own name without joining her husband.

### *Mississippi.*

A married woman may acquire property of all kinds in her own name, and hold all such as she owned at the time of marriage, free from any right or interest of the husband, or any liability for him. The income accruing therefrom is hers; and so are the earnings of her personal labor.

The wife may mortgage her estate to secure her husband's debts; but such mortgage binds only the income, not the property, and is avoided by her death. She may rent her lands, or make any contract for the use thereof, loan her money, or employ it in trade. She, or her husband with or without her consent, may contract for supplies for her farm. She, or her husband with her consent, may contract for family supplies or necessities, wearing apparel for herself or children, for their education, household furniture, carriage and horses, buildings and improvements on her lands, and material therefor, for work or labor done for the improvement of her separate estate; all such contracts bind her estate, but form not the basis for a personal judgment. She may go into trade, and act therein as a single woman. A married woman may make wills as fully as if single.

### *Missouri.*

Married women hold real or personal property with the intervention of a trustee separate and apart from their husbands and free of the debts of the husband. The real estate and income of a married woman is not lia-



ble for the husband's debts, nor can he dispose of it unless she unite with him in conveying it. This real estate is liable, however, for necessities of the family and for improvements made thereon. Stocks and bonds given by a parent to a daughter are declared to be her property notwithstanding her marriage, and shall not be liable for the husband's debts, except for necessities of the family.

All personal property and choses in action belonging to a married woman become and are her separate property, free of the husband's debts, but not free of debts contracted by the wife before marriage, or for debts of husband for necessities of wife or family.

A married woman can make contracts in her own name, buy goods, and give notes in settlement of purchases binding her own separate real and personal property. Her separate property, left to her by will before or after marriage, is not bound for her husband's debts.

### *Montana Territory.*

The property of a married woman, belonging to her before marriage, and any acquired after marriage by gift, grant, devise, descent, or otherwise, and the use, increase, and profits thereof, is exempt from debts or liabilities of husband, except for necessities for the benefit of herself and children under eighteen years of age. But such property so claimed must be set forth in a list to be recorded with the register of deeds in the county where she resides.

A married woman can conduct business by making, acknowledging, and recording with county recorder of deeds her intention so to do, and setting forth the nature of the business that she intends to transact. Such married woman is responsible for the support of her children. The husband is not liable for any debts contracted in the course of business done by his wife, except by special consent in writing.

### *Nebraska.*

The property, real or personal, belonging to a married woman at the time of the marriage, the rents, issues, profits, and proceeds thereof, and any property which comes to her, except only by gift of her husband, remains her sole and separate property, not subject to the disposal of her husband, nor liable for his debts. She may convey her real estate and contract with reference thereto in the same manner and with like effect as a married man, and may sue and be sued as if unmarried; may labor or carry on business on her separate account. Her earnings are her sole property. If married out of the State, may here enjoy all rights as to property there acquired. Husband is not liable for debts contracted by wife before marriage.

A married woman is not liable on her note or other contract, unless the same was made a charge on her separate property.

A married woman may dispose of her own property by will.

A married woman is personally liable for her contracts made in her own name, and her separate property is bound by them. The property of a married woman is not liable for her husband's debts.

*Nevada.*

All property of a married woman belonging to her before marriage, and that acquired after marriage by gift, bequest, devise, or descent, shall be her separate property. All property acquired after marriage by either husband or wife, except such as may be acquired by gift, devise, or descent, shall be common property. The husband has absolute control of the common property during the existence of the marriage, and may dispose of it as his own separate estate. The wife may, without consent of her husband, convey, change, incumber, or otherwise in any manner dispose of her separate property. She must support her husband out of her separate property when he has no separate property and they have no common property, and he from infirmity is not able or competent to support himself.

The separate property of the wife is liable for her debts contracted before marriage. A married woman may make contracts in her own name, buy goods, give notes in settlement of purchases, binding her own separate property, real and personal.

*New Hampshire.*

A married woman may hold real or personal estate, and convey, sell, devise, and bequeath the same as freely as if she were single. She has absolute control of her own earnings, and they are not liable for the debts of the husband. She may make contracts in her own name, buy goods, give notes, and transact any business whatever as if single, and bind her own property, both real and personal, in the course of such business, for her own sole benefit and without the intervention of the husband. The separate estate of a married woman acquired by her, by will or otherwise, either before or after marriage, can not be taken by the husband or his creditors. Neither the married woman nor her separate estate can be held upon a contract or conveyance made by her as surety or guarantor for the husband.

The wife may constitute the husband her agent, and may maintain an action against him upon any contract made by her with him.

The husband is liable for debts of the wife contracted after marriage.

A wife deserted by her husband, or separated from him, or doing business in her own name, or when the husband is a spendthrift, insane, or under guardianship, has all the rights of an unmarried woman.

*New Jersey.*

The real and personal property of a married woman belonging to her at the time of her marriage, or received by gift, grant, descent, devise, or bequest, and the rents, issues, and profits thereof, shall not be subject to the disposal of her husband, nor be liable for his debts, but shall continue her sole and separate property as if she were unmarried.

A married woman can bind herself by contract in the same manner and to the same extent as though she were unmarried, and her contracts

may be enforced by or against her at law or in equity, in her own name apart from her husband; but she can not become an accommodation indorser, guarantor, or surety, nor is she liable on any promise to answer for the debt, default, or liability of any other person. She can not convey or incumber real estate without her husband.

A wife's separate property is not liable for debts contracted for the support of herself or her children by her as her husband's agent. Her separate property is not liable for the expenses of the family if the contract is made by her husband, or by her on his behalf; but it is liable on such a contract made by her in her own name.

### *New Mexico.*

Married women are the sole owners of the property they inherit or bring into the marriage community; they can convey it only by joining in a deed with their husbands. The husband has the control and management of his wife's property—all property real and personal belonging to a woman at the time of her marriage, or which she may inherit, is her separate property.

A wife's separate property is not liable for debts contracted by her as agent for her husband for the support of herself and children, nor for the expenses of the family in any case.

### *New York.*

A married woman has the same rights, and is subject to the same liability, as a single woman, in all matters relating to her separate estate. She can take, hold, and convey, in her own name, property both real and personal. She can act as executrix, administratrix, and guardian, giving bonds as though not married. She may carry on any trade or business in her own name, and the earnings shall be her separate property. As maker or indorser of negotiable paper, she is liable. A husband is liable for the debts of his wife contracted before marriage, to the extent only of the separate property acquired of her.

### *North Carolina.*

All the property, real and personal, belonging to a married woman, whether acquired, in any manner, before or after marriage, shall be her separate property, and shall not be liable for the debts, obligations, or engagements of her husband.

No married woman shall make any contract to affect her real or personal property, except for her necessary personal expenses, or for the support of the family, or to pay her debts contracted before marriage, without the written consent of her husband.

### *Ohio.*

All real and personal property of any married woman, acquired before or after marriage, remains, with the rents, income, and profits thereof, her separate property and under her sole control, and is not

liable to be taken by any process of law for the debts of her husband and she can, in her own name, contract for labor and materials in improving, repairing, or cultivating her real estate, and also lease the same for any period not exceeding three years. Her separate property and estate is liable for a judgment against her; but she is entitled to the benefit of all exemption laws for heads of families.

The husband must unite with the wife in all deeds and mortgages of her separate real estate, except leases not exceeding three years.

The note of a married woman having a separate estate will operate as a charge or lien thereon in equity, enforceable in the courts of this State by judgment and execution as in other cases.

### *Oregon.*

The property and pecuniary rights of every married woman at the time of her marriage, or afterward acquired by gift, devise, or inheritance, shall not be subject to the debts or contracts of her husband, and she may manage, sell, convey, or devise the same by will to the same extent and in the same manner that her husband can property belonging to him.

A married woman may receive the wages of her labor and bring action therefor in her own name, and she may prosecute and defend all actions at law or in equity for the preservation and protection of her rights and property. Neither husband nor wife is liable for the debts or liabilities of the other incurred before marriage. They are liable for the separate debts of each other. Contracts may be made by a wife and the same may be enforced by or against her in the same manner as if she were unmarried, and she may transact business as a single woman.

The expenses of the family and the education of the children are chargeable upon the property of both husband and wife, or either of them, and in relation thereto they may be sued jointly or separately.

A married woman may contract expressly in reference to her separate estate, and such separate estate is liable to execution and sale for liabilities so contracted. Any express contract of a married woman made a charge upon her separate estate is binding, and she may be sued alone upon it, and a judgment rendered thereupon may be enforced against the separate property charged.

### *Pennsylvania.*

All property, real and personal, belonging to a married woman at the time of her marriage, or which may accrue during coverture, may be held and enjoyed by her as her own separate property, and such property is not liable for the debts of her husband, but it may be charged for debts contracted by herself for necessities furnished for the support of her family.

As a general rule, she can not make a valid contract (except for necessities or sewing-machines). She can not sell and convey her estate without her husband's consent and joining in the deed. A married woman may make a will subject to her husband's right of courtesy. She may



keep a bank account in her own name and draw money on her own check or receipt without the consent of her husband. She may also sell, assign, transfer, or satisfy a mortgage or judgment as if unmarried.

A married woman's earnings belong to her husband, but she may secure them to herself by a petition to the court of common pleas, marked, filed, and recorded in the recorder's office. In order to bind her estate the contract must be made by the wife alone.

### *Rhode Island.*

All property, real and personal, belonging to any woman before marriage, or which may become the property of any woman after marriage, or which may be acquired by her own industry, is her separate property, and is not liable to be attached, or in any way taken for the debts of her husband, either before or after his death, nor is it liable for the expenses of the family whether she made the contract or not. She may sell and convey, and make contracts respecting the sale and conveyance of her personal estate (excepting household furniture, plate, jewels, stock, or shares in an incorporated company, money on deposit, and debts secured by mortgage). She can not transact business as a trader, nor bind herself by promissory note. Any separate property left to her by will before or after marriage is not bound for her husband's debts unless by some act on her part.

### *South Carolina.*

The real and personal property of a woman held at the time of her marriage, or that which she may thereafter acquire either by gift, grant, inheritance, devise, or otherwise, shall not be subject to levy and sale for her husband's debts; but shall be held as her separate property, and may be bequeathed, devised, or alienated by her, the same as if she were unmarried; provided, that no gift or grant from the husband to the wife shall be detrimental to the just claims of his creditors. A married woman in every respect acts as if unmarried. She has the same power to make contracts, and can become surety for her husband, or for any one else. She, however, is not bound to support her family if her husband be alive, and her separate property is not bound by the contracts of her husband, made for the support of the family, or any other purpose, without her consent.

### *Tennessee.*

The husband's interest or estate in his wife's lands can not be subjected during her life to his debts by legal process; nor can he sell it without her joining in the deed. All personal property belonging to the wife, whether acquired before or after marriage, shall be exempt from the debts, contracts, and other liabilities of the husband before marriage. Her separate property is not subject to his debts, contracts, or disposition.

She can not bind her lands by title bond or by contract to sell or convey; nor can she convey by attorney. If of age (twenty-one years) she can sell and convey by joint deed with her husband and on her privy ex-

amination ; and she may convey by deed or otherwise, as an unmarried woman, without her husband's joining, but not so as to interfere with his tenancy by the courtesy. But if she abandons or refuses to live or cohabit with her husband, or he abandons or refuses to live or cohabit with her, she may dispose of her lands by deed, will, or otherwise, as an unmarried woman.

She can bind or dispose of her separate property by deed, will, or otherwise, as an unmarried woman, provided the power of disposition is not expressly withheld in the instrument under which she holds. Her intention to bind her separate estate must be clearly expressed. Her separate property is not liable for debts contracted for the support or expenses of herself, her children, or her family, although the consideration should be absolute necessities, unless she expressly contracts that it shall be.

### *Texas.*

All real and personal property owned by the wife at the time of her marriage, together with all acquired thereafter by gift, devise, or descent, as also the increase of all such lands, remain her separate property ; the husband, during the marriage, has the management of the separate property of his wife. All property acquired by the husband and wife during marriage, except that afterward acquired by the husband by gift, devise, or descent, is considered the common or community property, and during the marriage may be disposed of by the husband without the consent of the wife ; it is liable for the debts of the husband, and for the debts of the wife contracted by her during coverture, for necessities. The husband and wife may be jointly sued for all debts contracted by the wife for necessities furnished herself or children, and for all expenses which may have been incurred by the wife for the benefit of her separate property, and in such case the court may decree that execution be levied upon either the common property, or, on failure of such property, on the separate property of the wife. A married woman can not contract as a partner in business, nor embark her separate means in trade.

### *Utah Territory.*

All property owned by either wife before marriage, and that acquired afterward by gift, bequest, devise, or descent, is the separate property of such wife, and may be held, managed, controlled, transferred, and disposed of by her without the consent of her husband. And either wife may sue or be sued.

A married woman may carry on business with or respecting her separate property, and her promissory note or other form of contract made in relation to such business is binding on her.

### *Vermont.*

The real estate of a married woman can not be attached or levied upon for the sole debts of her husband, except that such annual products may be so taken for his debt created for necessities for his wife and family,

or for labor or materials furnished upon, or for the cultivation and improvement of, such real estate.

If a married woman does business in her own name, a court of equity will enforce her contracts made in the course of such business, against her separate property.

All property, real and personal, belonging to a woman at the time of her marriage, or afterward acquired by her, is her separate property, and is not liable for her husband's debts, nor for debts contracted for the support of herself or her children as her husband's agent, nor for such debts contracted by the husband. A married woman carrying on business in her own name may sue and be sued in all matters connected with such business, in the same manner as if she were unmarried, and execution may issue against her and be levied on her sole and separate goods, chattels, and estate.

All personal property and rights of personal action acquired by a married woman during coverture by inheritance or distribution, is held to her sole and separate use. Her earnings are not subject to attachment by the trustee process upon her husband's debts. She may make a will, and devise her real or personal property. The husband must join in the conveyance of the wife's real estate.

### *Virginia.*

The real and personal property of any female who may hereafter marry, and which she shall own at the time of her marriage, and the rents, issues, and profits thereof, and any property, real or personal, acquired by a married woman as a separate and sole trader, shall not be subject to the disposal of her husband, nor be liable for his debts, and shall be and continue her separate and sole property; and any such married woman shall have power to contract in relation thereto, or for the disposal thereof, and may sue and be sued as if she was a *feme sole*; provided, that her husband shall join in any contract in reference to her real or personal property, other than such as she may acquire as a sole trader, and shall be joined with her in any action by or against her; and provided, further, that nothing herein contained shall deprive her of the power to create, without the concurrence of her husband, a charge upon such sole and separate estate as she would be empowered to charge without the concurrence of her husband if this act had not been passed.

All real and personal estate hereafter acquired by any married woman, whether by gift, grant, purchase, inheritance, devise, or bequest, shall be and continue her sole and separate estate, subject to the provisions and limitations of the preceding section, although the marriage may have been solemnized previous to the passage of this act, and she may devise and bequeath the same as if she were unmarried; and it shall not be liable to the debts or liabilities of her husband; provided, that nothing contained in this act shall be construed to deprive the husband of courtesy in his wife's real estate, nor the wife of dower in her husband's estate; and provided, further, that the sole and separate estate created by any gift, grant, devise, or bequest shall be held according to the terms and powers, and be subject to the provisions and limitations thereof, and to the pro



visions and limitations of this act, so far as they are in conflict thereof; provided that nothing herein contained shall be so construed as to modify or alter section seven of ch. 123 of the Code of 1873, except as hereinafter provided; that is to say, where the wife is a minor, having an estate in the hands of a guardian, it shall not be lawful for said guardian to pay or turn over her estate before she attains the age of twenty-one years, notwithstanding her marriage.

Any married woman may, in her own name, or by her next friend, file a bill in equity in any court having jurisdiction over the subject-matter, in the event of her husband's refusing or being incompetent to unite in the conveyance or disposal of her separate estate; and if the court shall be of the opinion that the interest of the married woman will be promoted by a sale thereof, may make such decree as may be necessary to convey absolute title thereto.

### *Washington Territory.*

A married woman may sue and be sued without joining her husband, when the action concerns her separate property, or her right or claim to the homestead property, when she is living separate and apart from her husband, or when the action is between herself and her husband. If a husband and wife be sued together she may defend for her own right, and for his also if he neglects to do so.

All property, both real and personal, owned by the wife before marriage, and that acquired afterward by gift, devise, or descent, is her separate property. All property acquired during marriage except by gift, devise, or descent constitutes their common property.

The husband has the management and control of the separate property of the wife during marriage, but can not sell or convey such property or any interest therein unless she joins in the conveyance and acknowledges as in deeds. The separate property of the wife is liable to be seized upon execution and sold to pay the debts of the husband unless she shall have signed, acknowledged, and filed and recorded in the office of the auditor of the county where the land is situated an inventory thereof. The separate property of the wife, when recorded as aforesaid, is not liable for debts contracted by her for the support of herself and family.

A married woman can not transact business as a single woman.

### *West Virginia.*

A married woman may take by inheritance, or by gift, grant, devise, or bequest, from any person other than her husband, and hold to her sole and separate use, real and personal property, and any interest or estate therein, and the same shall not be subject to the disposal of her husband nor be liable for his debts. No married woman, unless she is living separate and apart from her husband, shall sell and convey her real estate, unless her husband joins in the deed or other writing by which the same is sold or conveyed. She may keep a bank account and check out her own money in her own name. A married woman, living separate and apart



from her husband may, in her own name, carry on any trade or business, and the stock and property used in such trade, and the issues and profits thereof, together with her own earnings realized from such trade or business, or otherwise, shall be her sole and separate property, and shall not be subject to the control of her husband nor liable for his debts. The separate property left to the wife by will before or after marriage is *not* bound for her husband's debts. Her property alone is liable for her debts contracted before marriage. A wife's separate property is not liable for debts contracted for the support of herself or her children by her as her husband's agent; it is, however, liable where she makes the contract as her own. A married woman's note is a charge upon her separate estate only. A married woman may transact business as a *feme sole*, but only her separate estate is liable for the debts.

### Wisconsin.

The real and personal property of the wife at the time of marriage, and the rents, issues, and profits thereof, and any which she may receive by inheritance, gift, grant, devise, or bequest, from any person other than her husband, is her separate property, not subject to the disposal of her husband, nor liable for his debts. She may convey and devise real and personal property precisely as if unmarried.

If her husband from any cause shall neglect or refuse to provide for her support, or the support and education of her children, or desert her, she has the right, in her own name, to transact business, and to receive and collect her own earnings and those of her own minor children, and apply the same for her own support, and the support and education of her minor children, free from the control and interference of her husband, or any person claiming the same, or to be released from the same, by, through, or under her husband.

The husband is released from liability for the wife's ante-nuptial debts; the wife's earnings are her separate property, not subject to his control or liable for his debts; she may sue for them and all her ante-nuptial claims alone, as if she were a *feme sole*.

The separate estate of a married woman is liable at law for all debts contracted for the benefit of it, as if she were sole. Her separate estate is liable for debts contracted for the support of herself and children, as agent for her husband, only when she expressly charges her separate estate for the payment of the same. She may sue and be sued alone when the action concerns her separate property or business or ante-nuptial debts. She may make what disposition of her separate property she pleases, sell or exchange it, invest the proceeds, and accept payment as any other owner might do. She may take title directly from her husband, the same as if the relation of husband and wife did not exist.

### Wyoming Territory.

A married woman may make a will, sue and be sued, make contracts, carry on a trade or business, retain her own earnings, and hold property real or personal, with the rents and profits of the same, in her own name,

free from the control or interference of her husband, the same as though she were sole and unmarried. And her property is not liable for the debts of her husband.

She has also all the rights of an elector, and may hold office and vote at all elections in the same manner as other electors.

### *Marriage License.*

STATE OF                    }  
COUNTY OF                } ss.

License is hereby granted to any person authorized to solemnize marriages according to the laws of said State, to join in marriage A. B. and C. D., of the county aforesaid; and the person joining them in marriage is also required to make due return of the certificate annexed, to within       days, of the names of the parties, time and place of marriage and by whom solemnized.

In testimony whereof, I have hereunto set my hand and official seal, at       in said county, this       day of       A.D. 18       .

[Signature and title.]

[Seal.]

### *Marriage Certificate.*

This certifies that, on the       day of       in the year of our Lord one thousand eight hundred and       A. B., of       in the State of       and C. D., of       in the State of       were by me united in marriage, at [naming the town or city], in the county of       according to the laws of the State of       and in presence of the witness [or witnesses] below named. And I do further certify, that the said A. B. and C. D. are known to me [or were satisfactorily proved by the oath of E. F., known to me], to be the persons described in this certificate; that I ascertained, previous to the solemnization of the said marriage, that the said parties were of sufficient age to contract the same; and that, after due inquiry by me made, there appeared no lawful impediment to such marriage.

[Signature and title.]

[Signatures of witnesses.]

### *Marriage Settlement*

This indenture, made the       day of       18       , between A. B. [the intended husband], of       of the first part, C. D. [the intended wife], of       of the second part, and E. F. [the trustee], of       of the third part, witnesseth: That, whereas a marriage is intended to be had between the said parties of the first and second parts; and the said party of the second part is seized and possessed of a large estate situate in       and it is agreed by and between them and the party of the third part, that the said estate should be settled upon the trusts and for the purposes herein-after declared:

Now, therefore, in consideration of the said intended marriage, and of the sum of one dollar to the said party of the second part, by the said party of the third part paid, the receipt whereof is hereby acknowl

edged, the said party of the second part hath granted, bargained, and sold, and by these presents doth grant, bargain, and sell unto the said party of the third part, his successors and assigns, all that [here describe the property]: To have and to hold the said tenements and hereditaments, with their appurtenances, unto the said party of the third part, his successors and assigns, to such uses and purposes as are hereinafter mentioned—to wit: For the use and benefit of the said party of the second part, until her said intended marriage shall take place, and from and after the solemnization thereof, then upon trust from time to time to apply to the use of the said party of the second part, all the interest, dividends, and annual produce thereof, during the joint lives of the said parties of the first and second parts, to her own proper use and benefit, and upon her own proper receipt for the same, notwithstanding her coverture, to the intent that the same may not be at the disposal or under the control of the said party of the first part, or in any manner subject to his debts and engagements; and from and immediately after the decease of the said party of the first part, in case the said party of the second part shall survive him, then upon trust for the use and benefit of the said party of the second part, her executors, administrators, and assigns; and upon trust in such case to grant and convey the trust estate, and every part thereof, to the said party of the second part absolutely, or to grant and convey the same to such person or persons as she, by any writing to be by her duly executed, may limit, direct, and appoint. But in case the said party of the first part shall survive the said party of the second part, then upon trust from, and immediately after her decease, to apply to the use of the said party of the first part, all the interest, dividends, and annual produce thereof, from time to time, during his natural life, to and for his own use and benefit; and on the decease of the said party of the first part, to pay and divide the capital or principal of the said trust-fund, and to grant and convey all her real estate to and among the lawful children of the said party of the second part, and their issue, in such proportions, shares, manner, and form as she, by any writing, under her hand subscribed in the presence of two or more witnesses, shall direct and appoint; and for want of such appointment, to and among the said children of the said party of the second part, and the lawful issue of such of them as may be deceased, according to the rules of descent and of distribution in cases of intestacy. But if there be no issue of the said party of the second part then surviving, then, upon trust, to pay and dispose of the said capital or principal and grant and convey the said real estate according to the direction and appointment of the said party of the second part, and for want of such appointment, to and among her then surviving nephews and nieces, children of her sisters and the lawful issue of such of them as may be deceased, according to the like rule of descent and distribution.

In witness whereof the parties to these presents have hereunto interchangeably set their hands and seals the day and year first above written

[Signatures and seal.]

Signed, sealed, and delivered in the presence of

[Signature of witness.]



*Settlement of Jointure instead of Dower.*

This indenture, made and entered into this      day of      one thousand eight hundred and      between A. B., of      county of      and State of      of the first part ; C. D., of      aforesaid, of the second part ; and E. F., of the same place, of the third part ; witnesseth :

That the said A. B., in consideration of a marriage about to be had between him, the said A. B., and the said C. D., does for himself, his heirs, and assigns, covenant and agree to and with the said E. F., his executors and administrators, that he, the said A. B., his heirs and assigns, shall and will forever hereafter stand seized and possessed of and in a certain tract or parcel of land, with the appurtenances, situate in the town of      county of      and State aforesaid, and bounded and described as follows, to wit : [describing the premises] ; it being the same premises to the said A. B., his heirs and assigns, in fee simple forever conveyed by one G. H., by deed of indenture dated the      day of      in the year one thousand eight hundred and      and recorded in the proper office for recording conveyances in said county of      in, etc. ; to and for the uses following, that is to say : to the use, benefit, and behoof of the said A. B., for and during the term of his natural life, without impeachment of waste ; and after his marriage with the said C. D., and after his decease, to her use during her actual life [or, if desired, as long as she shall remain his widow and unmarried], without impeachment of waste, as and for the jointure of her, the said C. D., and in lieu and satisfaction of her whole dower in his estate ; and after his decease and the expiration of her estate, to the use of his heirs and assigns forever.

And the said C. D., party of the second part hereto, in consideration of the premises and of the further sum of one dollar, to her in hand paid by the said A. B., party of the first part hereto, the receipt whereof is hereby acknowledged, doth for herself, her heirs, executors, and administrators, covenant and agree with the said A. B., that the lands so as above assigned to her shall be in full satisfaction of her dower in his estate, and shall forever debar her from claiming the same, in case of her surviving the said A. B. after marriage ; and further, if the said marriage shall take place, and she shall survive him, that she will not claim any share in his personal estate, unless some part thereof be given by him to her in his last will and testament, or by some act done by him subsequently to the execution of these presents.

In witness whereof, the parties have hereunto affixed their names and seals this      day of      18      . [Signatures and seals.]

Signed, sealed, and delivered in the presence of

[Signatures of witnesses.]

*Articles of Separation.*

This indenture, made this      day of      one thousand eight hundred and      . between A. B., of      of the first part, and C. B., his wife, of the second part, and E. F., of      as trustee of the said C. B., of the third part : Whereas divers disputes and unhappy differences have arisen between the said party of the first part and his said wife, for which reason they have consented and agreed, and hereby do consent and agree, to live



separate and apart from each other during their natural life : Therefore this indenture witnesseth, that the said party of the first part, in consideration of the premises, and in pursuance thereof, does hereby covenant, promise, and agree to and with the said trustee, and also to and with his said wife, that it shall and may be lawful for her, his said wife, at all times hereafter, to live separate and apart from him, and that he shall and will allow and permit her to reside and be in such place and places, and in such family and families, and with such relations, friends, and other persons, and to follow and carry on such trade or business as she may from time to time choose or think fit ; and that he shall not, nor will at any time, sue, or suffer her to be sued, for living separate and apart from him, or compel her to live with him ; nor sue, molest, disturb, or trouble any other person whomsoever, for receiving, entertaining, or harboring her ; and that he will not, without her consent, visit her, or knowingly enter any house or place where she shall dwell, reside, or be, or send, or cause to be sent, any letter or message to her ; nor shall or will at any time hereafter, claim or demand any of her money, jewels, plate, clothing, household goods, furniture, or stock in trade, which she now has in her power, custody, or possession, or which she shall or may at any time hereafter have, buy, or procure, or which shall be devised or given to her, or that she may otherwise acquire, and that she shall and may enjoy and absolutely dispose of the same as if she were a *feme sole* and unmarried ; and further, that the said party of the first part shall and will well and truly pay, or cause to be paid, for and towards the better support and maintenance of his said wife [here state the provision for maintenance], which the said party of the second part does hereby agree to take in full satisfaction for her support and maintenance, and all alimony whatever. And the said trustee, in consideration of the sum of one dollar to him duly paid, does covenant and agree to and with the said party of the first part, to indemnify and bear him harmless of and from all debts of his said wife, contracted, or that may hereafter be contracted by her, or on her account ; and if the said party of the first part shall be compelled to pay any such debt or debts, the said trustee hereby agrees to repay the same, on demand, to the said party of the first part, with all damage and loss that he may sustain thereby.

In witness whereof the said parties have hereunto affixed their names and seals this      day of      one thousand eight hundred and      .

[Signatures and seals.]

Signed, sealed, and delivered in the presence of

[Signatures of witnesses.]

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## MASTER AND SERVANT.

### *Apprentices.*

An apprentice is a person bound in due form of law to a master to learn from him his art, trade, or business, and to serve him during the time of his apprenticeship.

The contract of apprenticeship is generally in writing under seal, and is construed and enforced as to all the parties by the principles of the law of contracts.

This contract does not bind a person under legal age unless entered into by him with the consent of the parent or guardian.

If the minor be a pauper he can be apprenticed by the proper authorities without his consent. The contract continues only during the minority of the apprentice.

The master is bound to render practical instruction in the trade in question.

The master must fulfil all the covenants he has entered into by his contract with the apprentice.

He has no right to employ the apprentice in menial services not connected with the trade or business which he has agreed to teach him.

He can not dismiss his apprentice except by consent of all parties to the instrument of apprenticeship. An apprentice under legal age is incapable in law of consenting to his own discharge.

Ordinarily the master is bound to furnish board and clothing and provide proper medicines and attendance in case of sickness.

The master has a right to the services and earnings of his apprentice, and can bring an action for their recovery, if the apprentice works for another party.

The apprentice is bound to obey his master in his lawful commands, and endeavor to learn his trade or business during the term of his apprenticeship.

The apprenticeship is to be considered as a trust, and can not be assigned, but still if an apprentice consents to the assignment and continues with his new master, he can not recover for the services after attaining his majority, as it will be construed as a continuation of the old apprenticeship. As a general rule the death of a master dissolves the contract of apprenticeship, unless the contrary is stated in the instrument.

So also it may be dissolved by death of the apprentice or by the action of the public authorities.

### *Servants.*

A servant is a person who lets, hires, or engages his or her services to another to be employed at some particular occupation or at any occupation for the benefit of the employer, for a certain sum.

The servant must render services for the entire time of the contract and on this depends his right to recover wages. Thus, if A should agree

to work for B for one year and should leave without cause before that period had expired, he could not recover on his contract.

The master must employ the servant for the entire time of the contract, and should he discharge him without cause he would be liable to a suit for damages. It would be the duty of a servant in a case of this nature to endeavor to secure employment and thus reduce the amount of the damages. If he should fail to secure employment, his damages would be the amount of wages he would have received had he not been discharged.

If before the expiration of the term the servant leaves without cause he forfeits his wages.

The master may dismiss the servant before the expiration of his time for wilful disobedience, immoral conduct, habitual neglect, and the servant will not be entitled to recover his wages.

The master must furnish the servant with suitable tools and implements of labor, and will be liable for injury which may result to the servant from any defectiveness in such tools which was known to him. If the servant's negligence contributed to the injury he can not recover.

If the tools and implements are not defective the master will not in general be responsible, as the servant is supposed to take into consideration the risks when he agrees for certain wages to accept the position. The master must use reasonable care in selecting competent and trusty servants.

Where proper care has been exercised in the selection of servants, the master is not responsible for an injury caused to one servant by the carelessness of another while both are engaged in the same service.

The master is bound by all contracts made by the servant within the scope of his authority. He is not bound to provide medicines and attendance in case the servant is sick.

The master is responsible for what his servant does during his regular employment. This is especially true in the fulfilment of contracts.

He is liable for injuries occasioned by the neglect or unskilfulness or the injurious acts of the servant during his regular employment.

In order to hold the master the act must be negligent and done during the servant's employment.

### *The Contract of Apprenticeship.*

#### *1.—Indenture with Consent of Father.*

This indenture, made this      day of      18      , witnesseth : That C. B.,  
of the town of      in the county of      and State of      now aged

years, with the consent of A. B., his father, hereon indorsed, † does hereby of his [or her] own free will, bind himself [or herself] to serve E. F., of the town of        in the county of        and State of        as apprentice [or clerk, or servant] in the trade of a blacksmith [or other trade, profession, or employment, according to the fact], and to learn the said trade, profession, or employment, until the said C. B. shall have attained the age of twenty-one years, which will be on the        day of        in the year 18        [or for the term of        years from this date], during all which time the said apprentice shall serve the said master faithfully, honestly, and industriously, keep his secrets, and everywhere readily obey his lawful commands; at all times protect and preserve the goods and property of the said master, and not suffer or allow any to be injured or wasted. He [or she] shall not buy, sell, or traffic with his own goods or the goods of others, nor be absent from the said master's service, day or night, without leave; but in all things behave as a faithful apprentice ought to do, during the said term. And the said master shall clothe and provide for the said apprentice in sickness and in health, and supply him [or her] with suitable food and clothing; and shall use and employ the utmost of his endeavors to teach, or cause the said apprentice to be taught or instructed in, the art, trade, or mystery of [stating trade, etc., as above]; and also cause the said apprentice, within such term, to be instructed to read and write [and if a male, add: and in the general rules of arithmetic].

And for the true performance of all and singular the covenants and agreements aforesaid, the said parties bind themselves, each unto the other, firmly by these presents.

In witness whereof, the parties aforesaid have hereunto set their hands and seals the day and year first above written.

[Signature and seal of apprentice.]

[Signature and seal of master.]

## *2.—Indenture with Consent of Mother.*

This indenture, made this        day of        18       , witnesseth: That C. B., of the town of        in the county of        and State of        now aged        years, with the consent of A. B., his mother, his father having abandoned and neglected to provide for his family [or being dead, or being insane and not in a legal capacity to give his consent], as hereon certified by a justice of the peace of the said town, said consent being also indorsed hereon [thence continue as in Form 1, from the †].

## *3.—Indenture with Consent of Guardian.*

This indenture, made this        day of        18       , witnesseth: That C. B., of the town of        in the county of        and State of        with the consent of M. N., his duly-appointed guardian, his father and mother being dead [or his father being dead and his mother refusing her consent; or not being in legal capacity to give consent], as appears by such consent hereon indorsed [thence continue as in Form 1 from the †].



#### 4.—*Contract of Apprenticeship.*

FORM OF INDENTURE APPROVED BY THE CARRIAGE BUILDERS' NATIONAL ASSOCIATION OF THE UNITED STATES.

This agreement, made this      day of      A.D. 18      between      of the first part, and      of the second part, witnesseth :

That the said      hath voluntarily and of his own free will engaged himself as an apprentice to the said      to learn the trade or art of      and after the manner of an apprentice to serve the said      from this date until the      day of      A.D. 18      at which time he will attain the age of twenty-one years.

And the said      promises that during all the said term of his apprenticeship he will serve his said employer faithfully, will keep his secrets, and obey his lawful demands ; that he will do to the property of his said employer, or to the property of others in his charge, no damage, nor see such damage done by others, without giving immediate notice thereof ; that he will not waste the goods or property of his said employer, nor, without due authority, lend them or permit others to use them, but that he will in all things behave himself as a faithful apprentice ought to do.

And the said      promises that he will make all reasonable endeavors to teach his said apprentice, or to cause him to be taught, in the aforesaid trade or art, and will pay him for his services, during the said term of his apprenticeship (making deductions for absences from sickness or without leave), as follows :

During the first year \$      per week ; during the second year \$      per week ; during the third year \$      per week ; during the fourth year \$      per week ; during the fifth year \$      per week.

And upon the completion of his said apprenticeship, if the said apprentice has faithfully performed the duties thereof, will pay him a further sum equal to five per cent. of all sums previously payable to him under this agreement, and will give him a certificate setting forth the fact that he has served him as an apprentice, the length of time during which he has so served, and the trade or art to which his labors have been given.

I,      the      of the above named      hereby consent to and approve the foregoing agreement of apprenticeship, and bind myself to the said      in the penal sum of One Hundred Dollars for the faithful performance of the terms thereof by the said apprentice.

In witness whereof the said parties hereto, and to another instrument of like tenor, set their hands on the day and year above mentioned.

Witness :

[Seal.]  
[Seal.]  
[Seal.]

#### MECHANICS.

It is a very important matter with mechanics of all kinds to know how to draw up contracts in such a way that their rights will be fully pro-

tected, and this book, therefore, is of special value to all classes of mechanics, and particularly to those to whom the lien laws afford relief in the collection of money due for the erection of buildings or other structures.

Liens are treated quite fully in another portion of this work, and mechanics can there learn what measures should be taken to secure the payment of money due for materials and labor furnished in all building operations.

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### *MERCHANTS.*

No class of the community probably has more need of a knowledge of the ordinary points of law than merchants. They have frequent occasion to enforce the collection of debts, and a knowledge of the proper legal methods is of very great importance. They are often called upon to act as arbitrators, and in its appropriate place they will find this subject carefully treated. They will also be interested in that portion of the work bearing on Interest, Insurance, Promissory Notes, Bills of Sale and Bill of Exchange, Drafts, Partnership, Recovery of Debts, etc.

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### *MINING LAWS.*

The mining laws, distinctively so called, are those of the United States relative to its mineral lands, and those of the Pacific States, the Territories and Colorado, regulating mining specifically.

By the mining laws of the United States, lands valuable for minerals are reserved from sale except as directed by those laws.

Mineral deposits in lands belonging to the United States, are free and open to exploration and purchase to all citizens and those intending to become such.

A mining claim may equal one thousand five hundred feet in length along the vein or lode, and three hundred feet on each side of the middle of the vein at the surface. The end lines of each claim shall be parallel to each other.

The locators shall have the exclusive right between vertical planes drawn downward through the end lines of their location.

A tunnel run for the development of a vein or lode shall carry the right of possession of every vein or lode within three thousand feet of the beginning of the tunnel.

The miners of each district may make regulations not in conflict with the laws of the United States or of the State or Territory governing the location, manner of recording, and amount of work necessary to hold possession; but the location must be distinctly marked on the ground so that its boundaries can be traced.

All records shall contain the name of the locator, the date of the location, and such a description of the claim located, by reference to some natural object or permanent monument, as will identify the claim. No less than one hundred dollars' worth of work shall be done or improvements made each year.

If a co-owner fail to contribute his share to such labor or improvements on personal notice after ninety days, or notice in a newspaper published nearest the claim for ninety days, his share shall become the property of his co-owners.

Land may be located by filing a description of the claim, showing a compliance with the law, and posting a copy of the plat in a conspicuous place on the land, and filing an affidavit of two persons that such notice has been posted. The claimant must file with the register a certificate of the United States Surveyor-General within sixty days of publication of the notice of claim, that \$500 worth of labor has been expended on the claim. If no adverse claim is filed the applicant shall be entitled to a patent on payment of five dollars per acre.

If an adverse claim is filed, the adverse claimant must begin proceedings in the proper court within thirty days, to determine the right of possession, and the judgment roll shall be filed in addition to the other papers by the successful party.

Placers are subject to entry and patent in the same way, but where the lands have been surveyed by the United States the exterior limits of the entry shall conform to the legal subdivisions of the public lands, and such subdivisions of forty acres may be subdivided into ten-acre tracts. No person shall locate more than twenty acres, but an association may combine to take not more than one hundred and sixty acres, though placer claims may, if necessary, be made irregularly by making a plat as though the lands were unsurveyed. No extra plat is necessary where confirmation to the survey is made.

In the case of placer claims that include a vein or lode claim, that is unknown, the latter is included, but, if known, a description of it must be inserted according to the former provisions, the placer part of the claim paying two dollars and fifty cents per acre.

All the expenses of the subdivisions of the subdividing one-hundred-

and-sixty acre plats and the whole expense of other surveys shall be paid by applicants.

Where two veins cross, priority of claim shall determine the ownership of both veins at the point of intersection, the other claim having the right of way through the space for working its mine.

If the two veins unite, the oldest claim takes the vein from the point of union.

A claim of non-mineral land not contiguous to the vein may be entered with a lode claim, to be used for the purposes of the mine, but must not exceed five acres.

Whenever, by priority of possession, rights to the use of water for mining, agricultural, or manufacturing purposes, or otherwise have vested by the local customs, they shall be protected.

These provisions do not apply to Michigan, Wisconsin, and Minnesota, whose mineral lands are open to purchase in the same manner as ordinary public lands.

Special regulations are made by each district and mining camp, which generally become those of the county. The registration of claims is generally provided for in the county, if there is an organized county, but if there is no organized county, then it may be made in any mining district registry provided for that purpose.

The general United States mining laws are adopted by the States and Territories generally, but some of them have more or less extended additional laws governing the operations of miners, an abstract of the most important of which is given below :

**ARIZONA.**—The county recorders must provide record books for mining claims which they must record for a fee of one dollar for the first folio (100 words), and twenty cents for every subsequent one.

The claim of the Territory to all mining claims heretofore located is abandoned.

**CALIFORNIA.**—The use of mining water flowing in a stream may be acquired by appropriation to some useful purpose.

The person entitled may change the place of diversion or extend the ditch, flume, pipe, or aqueduct by which the water is conveyed, if others are not injured by the change. Water may be turned from one stream to another, and then appropriated, if the supply of no other appropriator is diminished. The first in time is the first in right as between appropriators.

A person desiring to appropriate must post a notice at the point of intended diversion, stating :

1. That he claims the water flowing there to the extent of the proposed number of inches at a four-inch pressure.
2. The uses and places thereof.



3. The means of diversion and its size.

A copy of the notice must be recorded in the county recorder's office within ten days after it is posted.

The works must be begun within sixty days of the notice and be prosecuted uninterruptedly.

(This law is general in the mining States and Territories.)

The school lands of California, being the sixteenth and thirty-second sections, may, if mineral, be purchased, by filing an affidavit of such desire, giving description of the land, stating that the applicant only occupies forty acres, and that there is no other occupant, or if there is, that the plot of the township has been filed over six months, and such adverse occupant has been in occupation over six months.

Preferred purchasers are those in occupation, if they make application within six months after the township plat is filed.

Contests arising are referred by the surveyor-general to the supreme court of the county.

Two dollars and fifty cents is the price per acre of all lands sold under this act.

**COLORADO.**—Counties may make the width of mining claims any width not exceeding the width provided by the United States law, but if they do not it shall be half that width, or in Gilpin Clear Creek, Boulder, and Summit Counties one-fourth of that width, or a less width may be specified by any county.

The location certificate shall be recorded in the office of the recorder of the county within three months from discovery, and shall contain the name of the lode and of the locator, the date of location, the number of feet in length claimed, and the general course of the lode.

The discoverer must locate his claim by first sinking a discovery-shaft upon the lode, at least ten feet deep, or deeper if necessary, to show a well-defined crevice; second, by posting at the point of discovery, on the surface, a sign containing the name of the lode and of the locator, and the date of discovery; and, third, by marking the surface boundaries by six hewed posts sunk in the ground, at each corner and in the middle of the sides. A discovery-shaft may be any cut or tunnel that reaches ten feet below the surface. The discoverer has sixty days to sink his discovery-shaft.

The lode which dips beyond the side lines of the claim is included in the claim, but not beyond the ends vertically extended.

Right of way for ditch, tramway, or pack trail for mining purposes, may always be obtained over any other claim, if not with consent, by condemnation.

The owner of a claim may re-locate his claim if he thinks his location is defective, if no other rights have intervened.

Re-location shall be by sinking a new discovery-shaft, or by sinking the old one ten feet deeper.

No location certificate shall claim more than one location.

Placer claims must be recorded, with first the name of the claim, as a placer claim, and of the locator, the date of the location, the number of acres or feet claimed, and a description of the claim by natural and permanent monuments.

The notice shall be posted, and the corners marked as in the case of a lode claim.

Improvements must be made to the amount of one hundred dollars on one hundred and sixty acres or more, in the proportion of one hundred dollars to one hundred and sixty, according to the amount of the claim.

Penal statutes are provided for false gold-dust weights; for the fraud in mill owners in making short returns of metal extracted; for destroying landmarks of claims; for passing counterfeit gold-dust; for buying stolen ore; for using false mill-weights; for making false mill returns of the assay, etc., and for the larceny of ores.

When two or more mines have a common drainage, if the owners can not agree to drain in common, or to form a drainage company, one may drain after reasonable notice to the other to pay his share of the expense.

Every person or company milling or handling ore shall keep a record:

1. Of the name of the person on whose behalf such ore is delivered.
2. The name of the teamster or other person delivering.
3. The weight of each lot.
4. The name of the mine from which it is mined or procured.
5. The date of delivery of the lots of ore.

No person shall be allowed to wash down the tailings of his sluice upon the claim of another, but shall take care of it in his own property.

Title under the United States is not affected by the laws of Colorado.

DAKOTA.—The discoverer of a lode shall register his claim within twenty days in the county register's office.

The certificate shall contain, and the claim shall be located as in Colorado, except that there shall be eight posts instead of six to mark the boundary lines, the end lines having one in the middle of each.

Thirty days shall be allowed to make the discovery-shaft.

The other provisions of the law of locating lode claims are as in Colorado.

IDAHO.—Miners shall have liens on the claim and improvements for labor and materials furnished; they must file a lien within sixty days, or in case of a sub-contractor, or one under a contractor, by giving notice to the owner within thirty days and file lien within forty days.

MONTANA.—Statement as required by the United States laws shall be filed in the county recorder's office within twenty days of discovery.

Before such record can be made, a vein or crevice of quartz, with at least one well-defined wall, shall have been discovered.

The claim may be limited to twenty-five feet on each side of the middle of the lode, but may extend three hundred feet.

NEVADA.—The recorder of the county, whose seat is situated in a mining district, shall be by virtue of his office recorder of the mining district records.

NEW MEXICO.—Locations must be recorded within three months after posting due notice of claim.

By a late statute it is provided that vacant surveyed coal lands may be taken up to the amount of not more than one hundred and sixty acres to a person, or three hundred and twenty acres for any association, on paying \$10 an acre if more than fifteen miles from any railroad, or \$20 if within that distance.

Any association of not less than four persons who shall be in possession of coal mines on the public domain, and who shall have spent \$5,000 in working and improving them, shall have a preference right to enter not exceeding six hundred and forty acres.

Forms to carry out the mining laws in the different States and Territories may be selected from the following :

### *Notice of Location.*

Notice is hereby given that the undersigned, having complied with the requirements of the mining act of Congress, approved May 10, 1872, and the local customs, laws, and regulations, has located fifteen hundred linear feet on the lode (twenty acres of placer mining ground) situated in mining district county and described as follows : [Here insert an accurate description by courses and distances ; by legal subdivisions if a placer claim is located on surveyed land.]

[Name of locator.]

Located 18 .

Recorded 18 .

Affidavit to be attached to above notice in order to record it :

TERRITORY OF } ss.  
COUNTY OF }

C. D. and E. F., each for himself, and not one for the other, being first duly sworn, deposes and says that he is of lawful age and a citizen of the United States ; that he has read the notice of location of fifteen hundred feet on the lode, by A. B., that the description of said lode, viz. : [here insert a description] as therein given is true and correct ; that the said A. B. has in every respect fully complied with the requirements of the mining act of Congress, approved May 10, 1872, and the local customs and laws regulating mining locations.

C. D.

E. F.

Subscribed and sworn to before me, this day of A.D. 18 , and I hereby certify that I consider the said and credible and reliable persons.

[Signature and title of officer.]

[Seal.]

### *Request for Survey.*

18 .

Esq., U. S. Surveyor-General.

Sir : In accordance with the provisions of the mining act of May 10, 1872, I have the honor to apply for an official survey of the mining claim known as the mine, situated in mining district county, in township of range meridian of and request an estimate of the amount to be deposited for the work to be done in your office.

Thereafter I have to request that you will issue the necessary instruc-

tions to      Esq., U. S. Deputy-Surveyor, with whom I have made satisfactory arrangements for field work in surveying the premises.

Very respectfully,

Claimant.

P. O. address,      ,      County      .

### *Application for Patent.*

OF  
COUNTY OF      } ss.

Application for patent for the      mining claim.  
To the Register and Receiver of the U. S. Land-Office at      : A. B., being duly sworn, according to law, deposes and says, that in virtue of a compliance with the mining rules, regulations, and customs, by himself, the said A. B., applicant for patent herein, has become the owner      of, and is in the actual, quiet, and undisturbed possession of, and entitled to the possession of      linear feet of the      vein, lode, or deposit, bearing      together with surface-ground      feet in width, for the convenient working thereof, as allowed by local rules and customs of miners; said mineral claim, vein, lode, or deposit and surface-ground being situate in the      mining district, county of      and      of      and being more particularly set forth and described in the official field notes of survey thereof, hereto attached, dated this      day      18      , and in the official plat of said survey, now posted conspicuously upon said mining claim or premises, a copy of which is filed herewith. Deponent further states that the facts relative to the right of possession of himself to said mining claim, vein, lode, or deposit and surface-ground, so surveyed and platted, are substantially as follows, to wit: [here insert a description of the claim], which will more fully appear by reference to the copy of the original record of location, and the abstract of title hereto attached and made a part of this affidavit; the value of the labor done and improvements made upon said      claim by himself and his grantors, being equal to the sum of five hundred dollars in gold coin of the United States.

In consideration of which facts, and in conformity with the provisions of the act of Congress approved May 10, 1872, entitled "An act to promote the development of the mining resources of the United States," application is hereby made for and in behalf of said A. B. and      for a patent from the Government of the United States, for the said      mining claim, vein, lode, deposit, and the surface-ground, so officially surveyed and platted.

[Signature.]

Subscribed and sworn to before me, this      day of      18      ; and I hereby certify that I consider the above deponent a credible and reliable person, and that the foregoing affidavit to which was attached the field notes of survey of the      mining claim, was read and examined by him before his signature was affixed thereto and the oath made by him.

[Seal.]

[Signature and title of officer.]



*Proof of Posting Notice and Diagram of the Claim.*

OF  
COUNTY OF } ss.

A. B. and C. D., each for himself and not one for the other, being first duly sworn, according to law, deposes and says, that he is a citizen of the United States, over the age of twenty-one years, and was present on the      day of      18      , when a plat representing the      and certified to as correct by the U. S. Surveyor-General of      together with a notice of the intention of      and      to apply for a patent for the mining claim and premises so platted, was posted in a conspicuous place upon said mining claim; to wit, upon      where the same could be easily seen and examined; the notice so conspicuously posted upon said claim being in words and figures as follows, to wit:

“Legal notice of the application of A. B. and C. D. for a United States Patent.

“Notice is hereby given, that in pursuance of the act of Congress, approved May 10, 1872, ‘To promote the development of the mining resources of the United States,’ A. B. and C. D. claiming      linear feet of the      vein, lode, or mineral deposit, bearing      with surface-ground      feet in width, lying and being situate within the      mining district, county of      and      of      have made application to the United States for a patent for the said mining claim, which is more fully described as to metes and bounds, by the official plat, herewith posted, and by the field notes of survey thereof, now filed in the office of the register of the district of lands subject to sale at      which field notes of survey describe the boundaries and extent of said claim on the surface, with magnetic variation at      east, as follows, to wit:

“Beginning, [here insert a full description by courses and distances], the said mining claim being of record in the office of the recorder of      at      in the county and State aforesaid, the presumed general course or direction of the said      vein, lode, or mineral deposit being shown upon the plat posted herewith, as near as can be determined from present developments, this claim being for      linear feet thereof, together with the surface-ground shown upon the official plat posted herewith; the said vein, lode, and mining premises hereby sought to be patented, being bounded on the      by the      mining claim, the said      claim being designated as Lot No.      in the official plat posted herewith.

“Any and all persons claiming adversely the mining ground, vein, lode, premises, or any portion thereof so described, surveyed, platted, and applied for, are hereby notified that unless their adverse claims are duly filed according to law, and the regulations thereunder, within sixty days from the date hereof, with the register of the U. S. Land Office, at      in the      of      they will be barred, in virtue of the provisions of said statute.”

[Signature of applicant.]

Dated on the ground, this      day of      A.D. 18      .

[Signatures of witnesses.]

Subscribed and sworn to before me this      day      of      A.D. 18      ,  
and I hereby certify that I consider the above deponents credible and reliable witnesses, and that the foregoing affidavit and notice were read by each of them before their signatures were affixed thereto, and the oath made by them.

[Signature and title of officer.]

*Proof that Plat and Notice Remained Posted on Claim During Publication.*

STATE OF      }  
COUNTY OF      } ss.

A. B., being first duly sworn according to law, deposes and says that he is claimant (and co-owner with      ) in the      mining claim,      mining district,      county,      the official plat of which premises, together with a notice of intention to apply for a patent therefor, was posted thereon on the      day of      A.D., 18      , as fully set forth and described in the affidavit of      and      dated the      day of      A.D. 18      , which affidavit was duly filed in the office of the register at      in this case; and that the plat and notice so mentioned and described remained continuously and conspicuously posted upon said mining claim from the      day of      A.D. 18      , until and including the      day of      A.D. 18      , including the sixty days period during which notice of said application for patent was published in the newspaper.

A. B.

Subscribed and sworn to before me this      day of      A.D. 18      ; and I hereby certify that the foregoing affidavit was read to the said      previous to his name being subscribed thereto; and that deponent is a respectable person, to whose affidavit full faith and credit should be given.

[Signature of officer.]

[Seal.]

Notary Public.

*Affidavit of Five Hundred Dollars Improvements.*

STATE OF      }  
COUNTY OF      } ss.

A. B. and C. D., of lawful age, being first duly sworn according to law, depose and say that they are acquainted with the      mining claim in      mining district, county and      aforesaid, for which      has made application for patent under the provisions of the act of Congress, approved May 10, 1872, and that the labor done and improvements made thereon by the applicant and his grantors exceed five hundred dollars in value.

A. B.

C. D.

Subscribed and sworn to before me this      day of      A.D. 18      .

[Signature.]

*Statement and Charge of Fees.*

STATE OF }  
COUNTY OF } ss.

A. B., being first duly sworn according to law, deposes and says that he is the applicant for patent for the                      lode in                      mining district, county of                      of                      under the provisions of the act of Congress approved May 10, 1872, and that in the prosecution of said application he has paid out the following amounts, viz.: To the credit of the Surveyor-General's office,                      dollars; for surveying,                      dollars; for filing in the local land office,                      dollars; for publication of notice,                      dollars; and for the land embraced in his claim,                      dollars.

Subscribed and sworn to before me this                      day of                      A.D. 18                      .  
[Seal.]                      [Signature of officer.]  
Notary Public.

*Affidavit of Citizenship.*

STATE OF }  
COUNTY OF } ss.

A. B., being first duly sworn according to law, deposes and says, that he is the applicant for patent for                      mining claim, situate in                      mining district, county of                      that he is a native citizen of the United States, born in the county of                      State of                      in the year 18                      and is now a resident at                      .

Subscribed and sworn to before me this                      day of                      A.D. 18                      .  
[Seal.]                      [Signature.]  
[Signature.]

*Non-Mineral Affidavit.*

COUNTY OF }  
OF } ss.

A. B., being duly sworn according to law, deposes and says that he is the identical A. B. who is an applicant for Government title to the                      that he is well acquainted with the character of said described land, and with each and every legal subdivision thereof, having frequently passed over the same; that his knowledge of said land is such as to enable him to testify understandingly with regard thereto; that there is not, to his knowledge, within the limits thereof, any vein or lode of quartz or other rock in place, bearing gold, silver, cinnabar, lead, tin, or copper, or any deposit of coal; that there is not within the limits of said land, to his knowledge, any placer, cement, gravel, or other valuable mineral deposit; that no portion of said land is claimed for mining purposes under the local customs or rules of miners, or otherwise; that no portion of said land is worked for mineral during any part of the year by any person or persons; that said land is essentially non-mineral land, and that his application therefor is not made for the purpose of fraudulently

obtaining title to mineral land, but with the object of securing said land for agricultural purposes.

A. B.

Subscribed and sworn to before me this      day of      A. D. 18      and I hereby certify that the foregoing affidavit was read to the said      previous to his name being subscribed thereto; and that deponent is a respectable person to whose affidavit full faith and credit should be given.

[Signature and title of officer.]

### *Notice of Location.*

Notice is hereby given that I, the undersigned, claim fifteen hundred feet, linear measure, on this lode or vein of gold and silver bearing quartz, commencing at this notice and monument, and running northerly therefrom along the line of the lode a distance of eight hundred feet to a monument of stone, and southerly along the line of said lode a distance of seven hundred feet to a monument of stone, with the dips, spurs, and angles of said lode, together with the surface-ground on each side of said lode, bounded and described as follows, to wit: Commencing at the monument last named and running easterly therefrom, at a right angle with the general direction of said lode, three hundred feet to a monument of stone; thence at a right angle northerly fifteen hundred feet to a monument of stone; thence at a right angle westerly six hundred feet to a monument of stone; thence at a right angle southerly fifteen hundred feet to a monument of stone, and thence at a right angle easterly three hundred feet to the place of beginning. Said lode and claim shall be called the "      Claim and Lode," and is located under and by virtue of the mining laws of Congress of the United States and the laws of Dresden Mining District      county, State of      .

A. B.

[Date.]

Instead of the words "a monument of stone," the words "a stake" can be used; or any manner of description can be adopted which will describe the boundaries of the claim thoroughly and definitely.

### *Notice of Location of a Mining Claim.*

We, the undersigned, hereby give notice that we claim      feet linear measure on this lode or vein of gold and silver bearing quartz, commencing at this notice and monument, and running in a southeasterly direction therefrom, along the line of said lode      feet, with the dips spurs, and angles of said lode, and      feet on each side thereof, the corners of our surface-claim being marked with monuments of stone; under and by virtue of the mining laws of      mining district, county of      and State of      each of the undersigned being entitled to and claiming an undivided interest of      feet of said lode.

The lode shall be known as the      lode, and the claim shall be called the      mining claim.

A. B.

C. D.

E. F.



*Claim of Water Right.*

Notice is hereby given to all whom it may concern : That we, the undersigned, claim        inches, miners' measurement, of the waters of this creek for milling, manufacturing, agricultural, and culinary purposes, and for such other purposes as we may desire to use the same ; together with so much of the ground, rock, and earth about this point on said stream as may be necessary for the construction and maintenance of a dam across said stream. The point at which we take the waters of said stream for the purposes aforesaid is described as follows, to wit : Commencing at the large point of rocks about        feet from this notice on the right bank of said stream, and running thence across the stream along the line of rocks thrown into the stream as a temporary and partial dam, to the opposite bank of said stream, near to the large pine tree on its left bank. This claim shall be known as the "St. James Water Right."

County of        State of        .  
 Located and claimed this        day of        A.D. 18        .

A. B.  
 C. D.  
 E. F.

*Proof of Labor.*

STATE OF        }  
 COUNTY OF        } ss.

Before me, the subscriber, personally appeared A. B., who, being duly sworn, saith that at least        dollars' worth of work or improvements were performed or made upon [insert description of claim, or part of claim], situate in        mining district, county of        State of        . Such expenditure was made by or at the expense of        owners of said claim, for the purpose of said claim.

Subscribed and sworn to before me this        day of        18        .  
 [Signature and title of officer.]

*Form of Claim of Water for Mill Purposes.*

I hereby claim the waters of this stream for my use and benefit in a mill which I intend to erect near said stream, and for other purposes ; and I hereby appropriate the said waters to my use by the dam erected across said stream at this place, and by the race leading therefrom and conducting the waters from this point.

Located and claimed on this        day of        18        .  
 County of        State of        .

A. B.

*MINOR.*

A minor, usually called an infant, is any person who has not yet attained the age of twenty-one years.

A minor can not enter into a binding contract, except for necessities.

The contracts of a minor are not void, but voidable.

A void contract is one binding on neither party, while a voidable contract is binding on the adult, but not on the minor, who may, during his minority, or within a reasonable time after he becomes of age, avoid the contract, if he so desires. A minor may make a binding contract for necessities for both himself and for his wife and children.

The word "necessaries" includes food, clothing, shelter, medical attendance, and other provisions for health and education.

The "necessaries" for a minor depend largely upon his social position. In some cases watches and jewelry are regarded as necessities. Although the law requires the minor to pay the value of the necessities of life, it does not bind him necessarily to pay the price set by the tradesman. The jury are to determine the value and the price where the bill is disputed.

If a minor gives his note for necessities, although he is held on the note he can be compelled to pay only the value of the necessities. If a minor enlists in the army or navy he can not avoid the enlistment.

He is liable for his frauds and torts.

If a minor fraudulently represents that he is above the age of twenty-one years, and by means of these representations obtains credit for goods not necessities, an action for fraud may at once be maintained.

If the articles are sold to a minor without fraudulent representations, and are in his possession when he rescinds the sale, the seller may retake them.

If a minor makes a voidable contract and advances money on it, and afterward avoids it, he can not recover back the money so advanced.

A minor can not disaffirm his contracts in relation to real property until he becomes of age. To confirm a contract touching real estate some positive act is required. A minor or his personal representatives are the only ones who can take advantage of his minority.

As a general rule, no male under the age of eighteen years nor female under the age of sixteen years can make a will of personal property. Both must be above the age of twenty-one years to will real property.

The responsibility of a minor under the age of fourteen years rests on evidence of knowledge of the nature of the act committed.

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## MORTGAGES.

A mortgage is a conveyance of an estate or property by way of pledge for the security of a debt, and to become void on the payment of it

A mortgage of real property is one form of a lien upon it to secure the performance of some obligation, generally the payment of money.

All kinds of personal and real property which are capable of absolute sale may be the subject of a mortgage.

Any conveyance of land intended by the parties at the time of making it to be security for the payment of money or the doing of some specified act, is a mortgage.

Mortgages are of two kinds, legal and equitable.

A legal mortgage is in form a deed of land with a condition that if a certain sum of money be paid, or services be rendered, the deed shall be void. The condition is called the defeasance.

An equitable mortgage is a lien upon real estate of such a character that it is recognized in equity as a security for the payment of money, and is treated as a mortgage. Such a mortgage may arise by a deposit of the title deeds, and by an agreement to execute a mortgage, by proof that a deed, absolute on its face, was intended as a mortgage. The lien of vendor for unpaid purchase-money is also an equitable mortgage.

The mortgage should have all the requisites of a deed; that is, it should be signed, sealed, and delivered.

It should be witnessed, acknowledged, and recorded. The mortgage is security for the payment of money. The debt for which the mortgage is given is the principal thing; consequently, if the debt is sold, the mortgage passes with it.

The party giving the mortgage is called the mortgagor; he to whom it is given the mortgagee.

A power of sale, in case of default in payment of interest or an instalment, is usually inserted, which enables the mortgagee to enforce payment.

Mortgages are made with or without a personal promise to pay the debt. Where no personal promise in writing is made, the mortgagor is not personally liable for the sum secured; the mortgage being in such case only a lien on the land.

Mortgages are frequently made to secure a contingent liability or future advances. A mortgage given for such purpose should state that fact.

A covenant is usually inserted in a mortgage to pay the debt, and a bond or note is given for it, which fact is mentioned in the mortgage, and it is stated in the mortgage that it is given in addition to the personal security. It is common to provide, in case buildings are on the premises, that the mortgagor shall keep them insured and assign the policy to the

mortgagee. It is usual also to insert what is called an interest clause, which states that if interest remains unpaid for a certain number of days after it falls due, the mortgagee may elect to require payment of the principal at once.

For the better security of the mortgagee, he should require the wife of the mortgagor to join in the execution of the mortgage. It is not necessary that the wife of the mortgagor join in the execution of a mortgage for the purchase-money. Mortgages should be acknowledged or proved the same as deeds in order to be recorded. [See Acknowledgments.]

The mortgage can be assigned. The assignee then stands in the position of the mortgagee. The assignee of the mortgage should get a statement from the mortgagor as to the validity of the mortgage and the amount due.

The assignee should give notice of the assignment to the mortgagor, and should record his assignment. If the mortgagor should make two assignments, the first recorded, if taken without knowledge of the previous assignment, would have the preference. The assignee may himself assign. A mortgage may be discharged by a release of the debt; by payment of the debt, by a tender of the mortgage debt on the day that it is due, even though the money is not accepted, by the holder of the mortgage acquiring title to the property, by the expiration of twenty years from the time the mortgage is due or from the time of last payment.

The mortgagor on payment of the mortgage should obtain a satisfaction piece from the mortgagee and have it recorded.

If a mortgagor places two mortgages on the same property, the first recorded, if taken without knowledge of the previous mortgage, would have the preference. For example: If A mortgages his property to B, and subsequently mortgages the same property to C, who, without knowledge of the previous mortgage, records his mortgage, C's lien on the property will be prior to that of B.

The mortgagor usually pays for drawing the mortgage and searching the title. The mortgagee should have the mortgage recorded immediately after the execution and delivery of it.

### *Chattel Mortgage.*

A chattel mortgage is a mortgage of personal property. It is a transfer of the title to chattels, and is given as security for a debt or liability.

It is given upon condition that the transfer shall be void if the debt is



paid or discharged. If the mortgagor makes default in the payment of the debt at the time agreed upon, the mortgagee becomes the absolute owner, and may take possession of the property. The mortgagor has a right to redeem the property unless there has been a sale, in which case the right is lost.

The mortgage states the liability or the debt to be secured. The property mortgaged should be so described as to enable it to be identified. It is usual to insert a description of the property in the schedule annexed, and referred to in the mortgage. The property generally remains in the possession of the mortgagor until default in payment of the debt.

The mortgagee, for his own protection, should file his mortgage if the mortgagor retains possession of the property. If he fails to file his mortgage, and the mortgagee subsequently sells or mortgages the same property to another, who is ignorant of the existence of the previous mortgage, he loses his lien on the property. The mortgage, or a true copy thereof, must be filed in the office of the clerk of the town where the mortgagor resides. If the mortgagor is out of the State it should be filed with the clerk of the town where the property is located.

In New York every mortgage ceases to be valid as against creditors or subsequent purchasers, or mortgagees in good faith, after the expiration of one year from the filing thereof, unless within thirty days next preceding the expiration of the said term of one year, a true copy of such mortgage, together with a statement exhibiting the interest of the mortgagee in the property thereby claimed by him by virtue thereof, is filed in the office of the clerk of the town where the mortgagor shall then reside.

### *1.—Short Form of Mortgage.*

This indenture, made the       day of       in the year one thousand eight hundred and       between A. B., of       in the county of       and State of       of the first part, and C. D., of       in the said county, of the second part, witnesseth: That the said party of the first part, for and in consideration of the sum of       dollars, grants, bargains, sells, and confirms unto the said party of the second part, and to his heirs and assigns, all [here insert description], together with all and singular the hereditaments and appurtenances thereunto belonging or in any wise appertaining. This conveyance is intended as a mortgage, to secure the payment of the sum of       dollars, in [here state terms of payment], according to the condition of a certain bond, dated this day, and executed by the said party of the first part to the said party of the second part; and these presents shall be void if such payment be made. But in case default shall be made in the payment of the principal or interest, as above provided, then the party of the second part, his executors, administrators, and assigns,

are hereby empowered to sell the premises above described, with all and every of the appurtenances, or any part thereof, in the manner prescribed by law; and out of the money arising from such sale, to retain the said principal and interest, together with the costs and charges of making such sale; and the overplus, if any there be, shall be paid by the party making such sale, on demand, to the party of the first part, his heirs or assigns.

In witness whereof, the said party [or parties] of the first part has [or have] hereunto set his hand and seal [or their hands and seals], the day and year first above written.

[Signature and seal.]

Signed, sealed, and delivered in the presence of

[Signature of witness.]

## 2.—*Mortgage to Secure Note.*

To all people to whom these presents shall come, greeting:

Know ye, that I, A. B., of        for the consideration of        dollars, received to my full satisfaction, of C. D., do give, grant, bargain, sell, and confirm unto the said C. D., [here insert description of premises]: To have and to hold the above-granted and bargained premises, with the appurtenances thereof, unto the said grantee, his heirs and assigns, forever, to his and their proper use and behoof. And also I, the said grantor, do, for myself, my heirs, executors, and administrators, covenant with the said grantee, his heirs and assigns, that at and until the ensembling of these presents, I am well seized of the premises as a good indefeasible estate in fee-simple; and have good right to bargain and sell the same in manner and form as above written; and that the same are free from all encumbrances whatsoever.

And furthermore, I, the said grantor, do, by these presents, bind myself and my heirs forever, to warrant and defend the above-granted and bargained premises to him, the said grantee, and his heirs and assigns, against all claims and demands whatsoever.

In witness whereof, I have hereunto set my hand and seal this        day of        A.D. 18        .

The condition of this deed is such, that whereas the said grantor is justly indebted to the said grantee in the sum of        dollars, as evidenced by his promissory note for said sum, of even date herewith, payable to the said grantee or order        after date, with interest: Now, therefore, if said note shall be well and truly paid, according to its tenor, then this deed shall be void; otherwise, to remain in full force and effect.

[Signature and seal.]

Signed, sealed, and delivered in the presence of

[Signatures of witnesses.]

## 3.—*Mortgage with Interest and Insurance Clauses.*

This indenture, made the        day of        in the year one thousand eight hundred and        between A. B. [and C. B. his wife] of        in the county

of        State of        of the first part, E. F., of        in the county of  
 State of        of the second part, witnesseth : That the said A. B. is justly  
 indebted to the said party of the second part, in the sum of        dollars,  
 lawful money of the United States, secured to be paid by a certain bond  
 or obligation bearing even date with these presents, in the penal sum of  
 [usually twice the amount to be secured]        dollars, lawful money as  
 aforesaid, conditioned for the payment of the said first-mentioned sum of  
 dollars, lawful money as aforesaid, to the said party of the second  
 part, his executors, administrators, or assigns, on the        day of  
 which will be in the year one thousand eight hundred and        and interest  
 thereon to be computed from        at and after the rate of        per  
 cent. per annum, and to be paid on the        day of        18 . And it is  
 thereby expressly agreed, that should any default be made in the pay-  
 ment of the said interest, or of any part thereof, on any day whereon  
 the same is made payable, as above expressed, and should the same re-  
 main unpaid and in arrear for the space of        days, then and from  
 thenceforth, that is to say, after the lapse of the said        days, the  
 aforesaid principal sum of        dollars, with all arrearage of interest  
 thereon, shall, at the option of the said party of the second part, his  
 heirs, executors, administrators, legal representatives, or assigns, become  
 and be due and payable immediately thereafter, although the period  
 above limited for the payment thereof may not then have expired, any-  
 thing thereinbefore contained to the contrary thereof in any wise not-  
 withstanding :

As by the said bond or obligation, and the condition thereof, reference  
 being thereunto had, may more fully appear. Now this indenture wit-  
 nessteth, that the said party [or parties] of the first part, for the better  
 securing the payment of the said sum of money mentioned in the condi-  
 tion of the said bond or obligation, with interest thereon, according to  
 the true intent and meaning thereof, and also for and in consideration of  
 the sum of one dollar to him [or to them] in hand paid by the said party  
 of the second part, at or before the ensealing and delivery of these pres-  
 ents, the receipt whereof is hereby acknowledged, has [or have] granted,  
 bargained, sold, aliened, released, conveyed, and confirmed, and by these  
 presents does [or do] grant, bargain, sell, alien, release, convey, and con-  
 firm unto the said party of the second part, and to his [or their] heirs  
 and assigns forever, all [here insert an accurate description of the prop-  
 erty] ; together with all and singular the tenements, hereditaments, and  
 appurtenances thereunto belonging, or in any wise appertaining, and the  
 reversion and reversions, remainder and remainders, rents, issues, and  
 profits thereof ; and also, all the estate, right, title, interest [dower and  
 right of dower], property, possession, claim, and demand whatsoever, as  
 well in law as in equity, of the said party [or parties] of the first part,  
 of, in, and to the same, and every part and parcel thereof, with the ap-  
 purtenances : To have and to hold the above granted, bargained, and de-  
 scribed premises, with the appurtenances, unto the said party of the  
 second part, his heirs and assigns, to his and their own proper use, bene-  
 fit, and behoof forever. Provided always, and these presents are upon  
 this express condition, that if the said party [or parties] of the first part,  
 his [or their] heirs, executors, or administrators, shall well and truly pay



unto the said party of the second part, his executors, administrators, or assigns, the said sum of money mentioned in the condition of the said bond or obligation, and the interest thereon, at the time and in the manner mentioned in the said condition, according to the true intent and meaning thereof, that then these presents, and the estate hereby granted, shall cease, determine, and be void. And the said A. B., for himself, his heirs, executors, and administrators, does covenant and agree to pay unto the said party of the second part, his executors, administrators, or assigns, the said sum of money and interest as mentioned above and expressed in the condition of the said bond. And if default shall be made in the payment of the said sum of money above mentioned, or the interest that may grow due thereon, or of any part thereof, that then and from thenceforth it shall be lawful for the said party of the second part, his heirs, executors, administrators, legal representatives, and assigns, to enter into and upon all and singular the premises hereby granted or intended so to be, and to sell and dispose of the same, and all benefit and equity of redemption of the said party [or parties] of the first part, his [or their] heirs, executors, administrators, or assigns therein, at public auction according to the act in such case made and provided: And as the attorney of the said party [or parties] of the first part, for that purpose by these presents duly authorized, constituted, and appointed to make and deliver to the purchaser or purchasers thereof, a good and sufficient deed or deeds of conveyance in the law for the same, in fee simple, and out of the money arising from such sale, to retain the principal and interest which shall then be due on the said bond or obligation, together with the costs and charges of advertisement and sale of the said premises, rendering the overplus of the purchase-money (if any there shall be) unto the said party [or parties] of the first part, his [or their] heirs, executors, administrators, or assigns, which sale, so to be made, shall forever be a perpetual bar, both in law and equity, against the said party [or parties] of the first part, his [or their] heirs and assigns, and all other persons claiming or to claim the premises or any part thereof, by, from, or under them, or either of them. And it is expressly agreed by and between the parties to these presents, that the said party [or parties] of the first part, shall and will keep the buildings erected and to be erected upon the lands above conveyed, insured against loss and damage by fire, by insurers, and in an amount approved by the said party of the second part, and assign the policy and certificates thereof to the said party of the second part; and in default thereof, it shall be lawful for the said party of the second part to effect such insurance, and the premium and premiums paid for effecting the same shall be a lien on the said mortgaged premises, added to the amount of the said bond or obligation, and secured by these presents, and payable on demand with interest at the rate of        per cent. per annum.

In witness whereof the said party [or parties] of the first part has [or have] hereunto set his [or their] hand[s] and seal[s] the day and year first above written.

[Signature(s).] [Seal(s).]

Sealed and delivered in the presence of

[Signatures of witnesses.]



*4.—Mortgage on Lease.*

This indenture, made the      day of      in the year one thousand eight hundred and      between A. B., of      in the county of      and State of      merchant, of the first part, and C. D., of      in the said county, farmer, of the second part: Whereas, E. F., of      did, by a certain indenture of lease, bearing date the      day of      in the year one thousand eight hundred and      demise, lease, and to farm let unto the said A. B., and to his executors, administrators, and assigns, all and singular the premises hereinafter mentioned and described, together with their appurtenances: To have and to hold the same unto the said A. B., and to his executors, administrators, and assigns, for and during, and until the full end and term of      years from the      day of      and fully to be complete and ended, yielding and paying therefor unto the said M. N., and to his heirs, executors, administrators, or assigns [or, if the lessor be a corporation, say, to their successors or assigns], the yearly rent or sum of      dollars [here set forth the terms of the lease, or refer to the instrument upon record]. And whereas the said party of the first part is justly indebted to the said party of the second part, in the sum of      dollars, lawful money of the United States of America, secured to be paid by his certain bond or obligation, bearing even date with these presents, in the penal sum of      dollars, lawful money as aforesaid, conditioned for the payment of the said first-mentioned sum of      dollars, as by the said bond or obligation and the condition thereof, reference being thereunto had, may more fully appear.

Now, this indenture witnesseth, that the said party of the first part, for the better securing the payment of the said sum of money mentioned in the condition of the said bond or obligation, with interest thereon, according to the true intent and meaning thereof, and also, for and in consideration of the sum of one dollar, to him in hand paid, by the said party of the second part, at or before the ensealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold, assigned, transferred, and set over, and by these presents does grant, bargain, sell, assign, transfer, and set over unto the said party of the second part, all [here insert description of premises as in lease]. Together with all and singular the edifices, buildings, rights, members, privileges, and appurtenances thereunto belonging or in any wise appertaining. And also, all the estate, right, title, interest, term of years yet to come and unexpired, property, possession, claim, and demand whatsoever, as well in law as in equity, of the said party of the first part, of, in, and to the said demised premises, and every part and parcel thereof, with the appurtenances. And also, the said indenture of lease, and every clause, article, and condition therein expressed and contained: To have and to hold the said indenture of lease, and other hereby granted premises, unto the said party of the second part, his executors, administrators, and assigns, to his and their only proper use, benefit, and behoof, for and during all the rest, residue, and remainder of the said term of years yet to come and unexpired; subject, nevertheless, to the rents, covenants, conditions, and provisions in the said

indenture of lease mentioned. Provided always, and these presents are upon this express condition, that if the said party of the first part shall well and truly pay unto the said party of the second part, the said sum of money mentioned in the condition of the said bond or obligation, and the interest thereon, at the time and in the manner mentioned in the said condition, according to the true intent and meaning thereof, that then and from thenceforth these presents and the estate hereby granted shall cease, determine, and be utterly null and void, anything hereinbefore contained to the contrary in any wise notwithstanding. And the said party of the first part does hereby covenant, grant, promise, and agree to and with the said party of the second part, that he shall well and truly pay unto the said party of the second part, the said sum of money mentioned in the condition of the said bond or obligation, and the interest thereon, according to the condition of the said bond or obligation. And that the said premises hereby conveyed now are free and clear of all encumbrances whatsoever, and that he has good right and lawful authority to convey the same in manner and form hereby conveyed. And if default shall be made in the payment of the said sum of money above mentioned, or in the interest which shall accrue thereon, or of any part of either, that then and from thenceforth it shall be lawful for the said party of the second part, and his assigns, to sell, transfer, and set over all the rest, residue, and remainder of the said term of years then yet to come, and all other the right, title, and interest of the said party of the first part, of, in, and to the same, at public auction, according to the Act in such case made and provided. And as the attorney of the said party of the first part, for that purpose by these presents duly authorized, constituted, and appointed, to make, seal, execute, and deliver to the purchaser or purchasers thereof, a good and sufficient assignment, transfer, or other conveyance in the law, for the same premises, with the appurtenances; and out of the money arising from such sale, to retain the principal and interest which shall then be due on the said bond or obligation, together with the costs and charges of advertisement and sale of the same premises, rendering the overplus of the purchase-money (if any there shall be) unto the said party of the first part, or his assigns; which sale, so to be made, shall be a perpetual bar, both in law and equity, against the said party of the first part, and against all persons claiming or to claim the premises, or any part thereof, by, from, or under him, them, or any of them.

In witness [etc., as in Form 1].

### *5.—Mortgage for Purchase Money.*

[Use any one of the preceding forms and insert the following after the description of the premises:] being the same premises conveyed to the said A. B., by the said E. F. and wife, by deed bearing even date with these presents; which are given to secure the payment of [part of] the purchase-money of the said premises.

### *6.—Mortgage to Secure Indorser.*

[As in Form 1 to the †, then continue as follows:] Whereas the said party of the second part, at the request, and for the benefit of the said

party of the first part, has, on the day of the date of these presents, indorsed a certain        made by the said party of the first part, for the sum of        dollars, bearing date        and payable        days after        to the order of        at        : Now, therefore, this conveyance is intended to secure the party of the second part for all principal and interest money, costs, charges and expenses, which he may be compelled to pay, in consequence of the failure of the said party of the first part to pay and take up the said        at maturity ; and if the amount of the said        principal and interest, shall be paid by the party of the first part at maturity, then these presents shall become void, and the estate hereby granted shall cease and utterly determine ; but if default shall be made by the said party of the first part in the payment of the said sum of money, or the interest, or of any part thereof, at the time hereinbefore specified, and the same be paid by or collected of the party of the second part, the said party of the first part hereby authorizes and empowers the party of the second part, his heirs, executors, administrators, and assigns, to sell the said premises hereby granted, at public auction, and convey the same to the purchaser in fee-simple, agreeably to the act in such case made and provided ; and out of the money arising from such sale, to retain such sum or sums of money, as may have been paid by or collected of the said party of the second part, as above mentioned, together with all costs and charges, and pay the overplus (if any) to the said party of the first part, his heirs, executors, administrators, or assigns.

In witness [etc., as in Form 1].

### 7.—*Satisfaction of Mortgage.*

STATE OF        }  
COUNTY OF        } ss.

I, E. F., of        county of        State of        do hereby certify, that a certain indenture of mortgage, bearing date the        day of        one thousand eight hundred and        made and executed by A. B. (and wife) of        county of        State of        to me to secure the payment of        dollars and recorded in the office of        county of        in liber        of mortgages, page        on the        day of        in the year one thousand eight hundred and        , o'clock in the        is paid.

And I do hereby consent that the same be discharged of record.

Dated the        day of        18        .

In presence of

E. F.

[Signature of witness.]

[The satisfaction piece should be acknowledged before the proper officer See Acknowledgments.]

### 8.—*Mortgage on Goods and Chattels.*

To all to whom these presents shall come, know ye that I, A. B., of        county of        State of        of the first part, for securing the payment of the money hereinafter mentioned, and in consideration of the sum of

one dollar to me duly paid by C. D., of        county of        State of        of the second part, at or before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, have bargained and sold, and by these presents do grant, bargain, and sell unto the said party of the second part, his executors, administrators, and assigns, [here insert a brief description of articles, as all the household goods], and all other goods and chattels mentioned in the schedule hereunto annexed, and now in the house of A. B. at

To have and to hold, all and singular the goods and chattels above bargained and sold, or intended so to be, unto the said party of the second part, his executors, administrators, legal representatives and assigns forever. And I, the said party of the first part, for myself, my heirs, executors, and administrators, all and singular the said goods and chattels above bargained and sold unto the said party of the second part, his heirs, executors, administrators, and assigns, against        the said party of the first part, and against all and every person or persons whomsoever, shall and will warrant, and forever defend.

Upon condition that if I, the said party of the first part, shall and do well and truly pay or cause to be paid unto the said party of the second part, his executors, administrators, or assigns, the sum of        dollars, and interest thereon, on the        day of        then these presents shall be void. And I, the said party of the first part, for myself, my executors, administrators, and assigns do covenant and agree to and with the said party of the second part, his executors, administrators, and assigns, that in case default shall be made in the payment of the said sum above mentioned, then it shall and may be lawful for, and I, the said party of the first part, do hereby authorize and empower the said party of the second part, his executors, administrators, and assigns, with the aid and assistance of any person or persons, to enter my dwelling-house, store, and other premises, and such other place or places as the said goods or chattels are or may be placed, and take and carry away the said goods or chattels, and to sell and dispose of the same for the best price they can obtain; and out of the money arising therefrom, to retain and pay the said sum above mentioned, and all charges touching the same; rendering the overplus (if any) unto me or to my executors, administrators, or assigns. And until default be made in the payment of the said sum of money, I am to remain and continue in the quiet and peaceable possession of the said goods and chattels, and the full and free enjoyment of the same.

In witness whereof, I, the said party of the first part, have hereunto set my hand and seal the        day of        one thousand eight hundred and

Sealed and delivered in the presence of  
[Signatures of witnesses.]

A. B.

### *Schedule.*

[Here insert an accurate description of each article.]



### NATURALIZATION.

Naturalization is the act by which a citizen of a foreign country is made a citizen of the United States of America. The power to make a uniform rule of naturalization is in Congress.

A naturalized citizen is entitled to all the rights and privileges of a natural-born citizen, except that he must have been a resident seven years in the country to make him eligible to Congress. He can never become President or Vice-President of the United States.

The requirements of the acts of Congress are that the applicant shall file his declaration of intention to become a citizen of the United States, and to renounce his former citizenship at least two years before he receives his papers. This declaration may be made before any State court of record, or a circuit or district court of the United States, or the clerk of any of these courts. After five years' residence, three years of which may have been before majority, and after the above declaration of his intention to become a citizen has been filed two years, the applicant may prove the residence by the oath of two citizens, and on taking an oath to support the Constitution of the United States and an oath to renounce and abjure his native allegiance, will be given his naturalization papers, a small fee of one dollar or thereabouts being charged. These papers are evidence of citizenship whenever citizenship is called in question and should be carefully preserved.

If an alien die after making his declaration of intention his widow and children are citizens.

The children of naturalized citizens living in this country become citizens.

The following is the mode of admission :

“The applicant goes to the clerk of the court, and exhibits the certificate of his having declared his intention. The clerk then prepares a written deposition for the witness, setting forth his knowledge of the applicant's residence, and of his good character ; and another for the applicant, declaring that he renounces all allegiance to every foreign power, and particularly that of which he is a citizen or subject ; and if he has borne any title of nobility, that he renounces it, and that he will support the Constitution of the United States. The parties are then taken before the judge, who examines each of them under oath ; and if he is satisfied that the applicant has resided in the country for the requisite period, and is a man of good character, he makes an order in writing for his admission. The depositions are then subscribed by the parties, and publicly sworn to in court in presence of the judge ; and the certificate of the declaration of intention, the depositions and the order of the judge are filed, and constitute the record of the proceeding. A final certificate under the

seal of the court, signed by the clerk, is then given the alien, declaring that he has complied with all the requisites of the law, and has been duly admitted a citizen, which certificate is conclusive evidence thereafter of the fact. In the case of a minor, the previous declaration of intention is dispensed with; but in all other respects the course of procedure is the same."

### 1.—Declaration of Intention.

I, A. B., do declare on oath that it is *bona fide* my intention to become a citizen of the United States, and to renounce forever all allegiance and fidelity to all and any foreign prince, potentate, state, and sovereignty whatever, and particularly to [the Queen of Great Britain and Ireland], of whom I was a subject.

A. B.

Sworn in open court, this  
day of 18 .

[Signature] Clerk.

### 2.—Certificate by Clerk.

STATE OF }  
COUNTY OF } ss.

I, E. F., clerk of do certify, that the above is a true copy of the original declaration of intention of A. B. to become a citizen of the United States, remaining of record in my office.

In testimony whereof, I have hereunto subscribed my name, and affixed the seal of the said court, the day of one thousand eight hundred and

[Seal of office.]

E. F., Clerk.

### 3.—Oath of Applicant for Naturalization.

I, A. B., do solemnly swear that I will support the Constitution of the United States of America, and that I do absolutely and entirely renounce and abjure all allegiance and fidelity to any foreign prince, potentate, state, or sovereignty whatever, particularly to [Victoria, Queen of the United Kingdom of Great Britain and Ireland], of whom I was a subject. [Any title or order of nobility must also be renounced.]

A. B.

Sworn in open court, the  
day of 18 , before me,  
[Signature] Judge.

### Proof of Residence.

COURT, }  
COUNTY OF } ss.

C. D., of being duly sworn [or, affirmed], says that he is a citizen of the United States, and is, and for five years last past has been, well ac

quainted with A. B., now present ; that said A. B. has resided within the United States for five years at least last past, and for one year last past within the State of                      and that during that time the said A. B. has behaved as a man of a good moral character, attached to the principles of the Constitution of the United States, and well disposed to the good order and happiness of the same [and if the applicant, by reason of having been a minor, has made no previous declaration of intention, add : and that said A. B. became of the age of twenty-one years on the day of      18      and that he resided within the United States at least three years next previous to his becoming twenty-one years of age].

C. D.

Sworn in open court this      day of      18      .

[Signature] Clerk.

#### 4.—Certificate of Citizenship.

UNITED STATES OF AMERICA, }  
 STATE OF NEW YORK,        } ss.  
 COUNTY OF                      .

Be it remembered, that on the      day of      in the year of our Lord one thousand eight hundred and      A. B., formerly of      in the kingdom of      now of      in the State of      appeared in the      court (the said court being a court of record, having common-law jurisdiction, and a clerk and seal), and applied to the said court to be admitted to become a citizen of the United States of America, pursuant to the provisions of the several acts of the Congress of the United States of America, for that purpose made and provided. And the said applicant having thereupon produced to the court such evidence, made such declaration and renunciation, and taken such oaths as are by the said acts required : thereupon it was ordered by the said court, that the said applicant be admitted, and he was accordingly admitted by the said court, to be a citizen of the United States of America.

In testimony whereof, the seal of the said court is hereunto  
 [Seal of      affixed, this      day of      in the year of our Lord one  
 the court.] thousand eight hundred and      and in the      year of our  
 independence the      .

Per curiam.

[Signature of] Clerk.

#### 5.—Affidavit of a Resident Alien, to enable Him to hold Real Property in New York.

STATE OF                      }  
 COUNTY OF                      } ss.

A. B., of      being duly sworn, doth depose and say, that he is a resident in the State of      and intends always to reside in the United States, and to become a citizen thereof as soon as he can be naturalized,

and that he has taken such incipient measures as the laws of the United States require, to enable him to obtain naturalization.

A. B.

Sworn before me this      day of      18      .  
[Signature and title of officer.]

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### *NEWSPAPERS.*

The person or persons who are impersonated in a newspaper are subject to all the laws of the land, but the laws to which they are most distinctly amenable in consequence of their business of gathering and disseminating news and commenting thereon and on the prominent people of the time, are of course those relating to libel.

They are subject to the same laws as persons. They may speak the truth as general matter of news or for the purposes of the public welfare, comment on the character of men in public positions and candidates for office, but any untruth said of a candidate for office is libel to the extent of the actual money damage it has been to the candidate. It is very hard to get a verdict against any paper for the libel of a candidate, for it is certainly for the public welfare that the character of those seeking office should be thoroughly canvassed and made known, and of course the more vile the truth, the more need that it be known, and the more justifiable its publication becomes ; a candidate puts his character before the public.

Libel of an ordinary person by a newspaper is governed by the same rules as that by a person, except that in the interests of general information rather unjustifiable publications may be regarded leniently, though a spirit of reckless libel would be visited with even exemplary damages.

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### *NOTES.*

[Sec Commercial Paper.]

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### *PARENT AND CHILD.*

The parent is under legal duty to support the minor child. It is now held by high authority that a minor child who is not supported by its parent may purchase necessities on credit, and the tradesman may then



sue the parent, on the theory of an implied contract, but if the parent supplies reasonable necessities the tradesman can not hold the parent liable. If the child is in better circumstances than the parent, the father will not, as a general rule, be obliged to support it.

No man is bound to support the children of his wife by a former husband, nor can he compel them to pay him for their support if he provides for them.

The child can not compel its parent to educate it. The child has a claim on its parent's estate for bare maintenance only.

The parent is not liable for the wrongful acts of the child. The father has the right to the custody of the child against all persons except the mother, and between him and her the court will decide.

The father has a right to the services of the child ; consequently, if it be employed by another person, the father can collect its wages. The parent may give the child its time, in which case the child would be entitled to its wages.

The parent can bring suit for personal injury to the child.

The child is obliged to support its indigent parent if it is able to do so, but can not be compelled to pay bills which the parent may contract. This obligation to support an indigent parent is enforced by the Superintendent of the Poor.

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## PARTNERSHIP.

A partnership exists when two or more persons combine their property, labor, and skill, or one or more of them, in the transaction of business for their common profit.

The partnership may be special or confined by the articles of agreement to a single transaction, or one or more particular lines of business.

The partnership is general when it is confined to no stated line of business. In the absence of stipulations as to the kind of partnership, and when there is no evidence from the course of trade, a partnership is presumed to be general.

The partners may own all the property of the firm together, or one partner may put in all the capital and the other furnish the skill or time in managing the business. Any one is a partner who participates in the profits and losses of the firm by agreement.

The partners are individually liable for the debts of the firm after the partnership funds have been exhausted.

A person may in most of the States become a special partner and limit

his liability to the possible loss of the amount of capital contributed by him. In case of such a limited partnership, the partner must conform to the requirements of the statutes or he will be held as a general partner.

There must be general partners, and the names of the special partners must not appear in the firm name. They have all the duties and powers of active partners.

The rule of personal liability being general, such other arrangement must be in writing, acknowledged before some magistrate and recorded and advertised so that it will be actually or constructively known to all dealing with the firm.

A partnership may hold real estate for the purposes of the business or for the common profit, and in as far as it is partnership property, it is treated as personal property and is chargeable with the debts of the firm. Land purchased with the funds of the firm is liable for its debts.

Joint ownership of property, however, does not necessarily make a partnership. It must be dealt with as a basis or means of making money to indicate a partnership.

Giving employes a share in the profits of the business as compensation for services does not make such employes partners, and hence liable for the firm's debts. Partners own the profits as they arise, not after the performance of stated services.

No writing nor express agreement is necessary to constitute a partnership. When men join property and efforts in any enterprise for profit, the law lays down a code of rules. It recognizes a partnership no matter what the name used, even if the name of one only of the partners appears. All of the parties share the profits and losses equally, unless otherwise stipulated. Each can represent all, and can bind the company in any partnership business or in any transaction which seems to be within the scope of the partnership business.

Any one of the partners may terminate the partnership at any time, unless it is for a stated period of time. The death or insolvency of any one of the partners in itself produces the same result. When a company is wound up and any of the partners are dissatisfied with their allotted share of the assets, they may apply to the court for a receiver, who shall convert the firm property into money, and under the direction of the court divide the proceeds according to the contribution of each partner to the capital of the firm. It is advisable to have the partnership agreement in writing, although a partnership may be formed without a written agreement.

In any case partners have a very broad power of acting for each other.

Either may deal with the common property as if he were the owner. He can bind the firm by notes signed in the firm name, and can contract debts in its name.

All the partners must join in executing a sealed instrument in the name of the firm, and in making a general assignment for the benefit of creditors, with preferences.

Dissolution may be provided for by the articles of partnership, or may take place by the insanity, death, or other absolute incapacity of one of the partners, or by his assignment of his interest to a stranger.

After the dissolution and a notice of the same to the public at large through the papers, and special notices to all customers and correspondents, no partner can increase or continue the liabilities of the other members, nor is he bound for any further debts of the firm.

Joint stock companies are partnerships whose capital is divided up into shares which are assignable, but in this country corporations are so generally resorted to that these are rarely formed.

### *1.—Articles of Copartnership.*

Articles of agreement, made the            day of            one thousand eight hundred and            between A. B., of            and C. D., of            witnesseth, as follows :

I. The said parties above named have agreed to become copartners in business, and by these presents do agree to be copartners together under and by the name or firm of B. & D., in the business of [here designate it briefly, but accurately], in the [buying and] selling all sorts of goods; wares, and merchandise to the said business belonging. The partnership to commence on the            day of            and to continue            years.

II. To that end and purpose the said A. B. has contributed the sum of            dollars in cash, and the said C. D. has contributed the lease of the store in            to be occupied by them, and the stock of goods and good-will of the business there heretofore carried on by him, which are together estimated and valued by the parties at the like sum of            dollars, the capital stock so formed to be used and employed in common between them, for the support and management of the said business, to their mutual benefit and advantage.

III. At all times during the continuance of their copartnership, they and each of them will give their attendance, and do their and each of their best endeavors, and to the utmost of their skill and power exert themselves for their joint interest, profit, benefit, and advantage, and truly employ [buy], sell, and merchandise with their joint stock, and the increase thereof, in the business aforesaid. And also, that they shall and will at all times during the said copartnership, bear, pay, and discharge equally between them, all rents and other expenses that may be required for the support and management of the said business; and that all gains, profit, and increase that shall come, grow, or arise from or by means of

their said business, shall be divided between them equally ; and all loss that shall happen to their said joint business by ill commodities, bad debts, or otherwise shall be borne and paid between them equally.

IV. And it is agreed by and between the said parties that there shall be had and kept at all times during the continuance of their copartnership, perfect, just, and true books of account, wherein each of the said copartners shall enter and set down, as well all money by them or either of them received, paid, laid out, and expended in and about the said business, as also all goods, wares, commodities, and merchandise by them or either of them bought or sold, by reason or on account of the said business, and all other matters and things whatsoever, to the said business and the management thereof in any wise belonging ; which said book shall be used in common between the said copartners, so that either of them may have access thereto, without any interruption or hindrance of the other. And also, the said copartners, once in [designating the times], or oftener, if necessary, shall make, yield, and render, each to the other, a true, just, and perfect inventory and account of all profits and increase by them or either of them made, and of all losses by them or either of them sustained ; and also all payments, receipts, disbursements, and all other things by them made, received, disbursed, acted, done, or suffered in this said copartnership and business ; and the same account so made shall and will clear, adjust, pay, and deliver, each to the other, at the time, their just share of the profits, and pay and bear their just share of the expenses and losses so made as aforesaid.

V. And the said parties hereby mutually covenant and agree, to and with each other, that during the continuance of the said copartnership neither of them shall nor will indorse any note, or otherwise become surety for any person or persons whomsoever, without the consent of the other of the said copartners. And at the end or other sooner determination of their copartnership, the said copartners, each to the other, shall and will make a true, just, and final account of all things relating to their said business, and in all things truly adjust the same ; and all and every the stock and stocks, as well as the gains and increase thereof, which shall appear to be remaining, either in money, goods, wares, fixtures, debts, or otherwise, shall be divided between them.

In witness whereof the parties thereto have hereunto interchangeably set their hands and seals the day and year first above written.

A. B. [Seal.]  
C. D. [Seal.]

Signed, sealed, and delivered in the presence of

[Signature of witness.]

## 2.—Articles of Copartnership in Commission Business.

Articles of copartnership, made this      day of      18      by and between A. B. and C. D., both of the city of      .

The said parties hereby agree to form and do form a copartnership, for the purpose of carrying on the general produce and commission business on the following terms and articles of agreement, to the faithful performance of which they mutually engage and bind themselves. The



style and name of the copartnership shall be B. and D., and shall commence on the       day of       18       .

Each of said parties agrees to contribute to the funds of the partnership the sum of       dollars in cash, which shall be paid in on or before the       day of       18       , and each of said parties shall devote and give all his time and attention to the business, and to the care and superintendence of the same.

All profits which may accrue to the said partnership shall be divided, and all losses happening to the said firm, whether from bad debts, depreciation of goods, or any other cause or accident, and all expenses of the business, shall be borne by the said parties equally.

All the purchases, sales, transactions, and accounts of the said firm shall be kept in regular books, which shall be always open to the inspection of both parties, and their legal representatives, respectively. An account of stock shall be taken, and an account between the parties shall be settled as often as once a year, and as much oftener as either partner may desire and in writing request.

Neither of the said parties shall subscribe any bond, sign or indorse any note of hand, accept, sign, or indorse any draft or bill of exchange, or assume any other liability, verbal or written, either in his own name or in the name of the firm, for the accommodation of any other person or persons whatsoever, without the consent in writing of the other party; nor shall either party lend any of the funds of the copartnership without such consent of the other party.

Neither party shall be engaged in any other business, nor shall either party withdraw from the joint stock any more than       dollars per       .

On the dissolution of this copartnership, if the said parties or their legal representatives can not agree in the division of the stock then on hand, the whole copartnership effects, except the debts due the firm, shall be sold at public auction, at which both parties shall be at liberty to bid and purchase like other individuals, and the proceeds to be divided after paying the debts of the firm.

For the purpose of securing the performance of the foregoing agreements, it is agreed that either party, in case of any violation of them or either of them by the other, shall have the right to dissolve this copartnership forthwith on his becoming informed of such violation.

In witness whereof the said parties have hereunto set their hands and seals the day and year first above written.

A. B. [L. s.]  
C. D. [L. s.]

Signed, sealed, and delivered in the presence of

[Signature of witness.]

### *3.—Limit of Amount to be Drawn Out by Partners.*

[Insert the following before attestation clause in Form 1:]

Each of the parties may draw from the cash of the joint stock the sum of       dollars quarterly, to his own use, the same to be charged in account, and neither of them shall take any further sum for his own separate use, without the consent of the other in writing; and any such fur-

ther sum, taken with such consent, shall draw interest at the rate of per cent., and shall be payable, together with the interest due, within days after notice in writing given by the other party.

#### *4.—Restriction on the Power of Majority.*

[Insert the following before attestation clause in Form 1:]

No purchase or other contract, involving a liability of more than dollars, nor any importation from abroad shall be made, nor any transaction out of the usual course of the retail business shall be undertaken by either of the partners without the previous consent and approval of the other partner.

#### *5.—Provision that after a Dissolution the Retiring Partner shall not Carry on the Trade or Disclose Secrets.*

[Use Forms 1 or 2, and insert the following before attestation clause:]

Upon and after the expiration of the said term, or other sooner termination of the partnership, except it be terminated by reason of the violation, default or death of the other party, the partner retiring shall not at any time, either alone, or jointly with, or as agent for any person either directly or indirectly, set up, exercise or carry on the said trade or business of within miles from aforesaid; and shall not set up, make, or encourage any opposition to the said trade or business hereafter to be carried on by the other party or his representatives or assigns, nor do anything to the prejudice thereof; and shall not divulge to any person any of the secrets, accounts, or transactions of, or relating to the said copartnership. And for any violation of this stipulation, the parties bind themselves to each other in the sum of dollars to be deemed liquidated damages, and in total extinction of this covenant, and not in the nature of a penalty.

#### *6.—Advertisement of Dissolution.*

Notice is hereby given, that the partnership lately subsisting between A. B. and C. D. of under the firm of B. and D., expired on the day of [or, was dissolved on the day of by mutual consent, or, pursuant to the terms of the articles]. All debts owing to the said partnership are to be received by said A. B., and all demands on the said partnership are to be presented to him for payment [or, A. B. is authorized to settle all debts due to and by the firm].

[Date.]

[Signatures of partners.]

#### *7.—Advertisement of a Partner's Retiring.*

Notice is hereby given, that the partnership between A. B., C. D., and E. F., was dissolved on the day of so far as relates to the said E. F. All debts due to the said partnership, and those due by them, will be settled with and by the remaining partners [who will continue the business under the firm of B. & D.]

[Date.]

[Signatures of the partners.]

### 8.—*Certificate of Formation of Limited Partnership under the Laws of the State of New York.*

This is to certify, that the undersigned have formed a limited partnership, pursuant to the provisions of the Revised Statutes of the State of New York. That the name or firm under which such partnership is to be conducted is            That the general nature of the business to be transacted is [here specify it—*e. g.*, thus :] buying and selling [on commission] hardware and house-furnishing goods, and such articles as are usually dealt in by dealers in such ware and goods. That the names of all the general and special partners are as follows : A. B., who resides at            and C. D., who resides at            are the general partners ; and E. F., who resides at            and L. M., who resides at            are the special partners ; and that the said E. F. has contributed the sum of            dollars, and L. M. the sum of            dollars, as capital to the common stock ; and that the said partnership is to commence on the            day of            and is to terminate on the            day of            18 .

Dated this            day of            one thousand eight hundred and

[Signatures.]

This should be acknowledged before the proper officer. [See Acknowledgments.]

### 9.—*Affidavit of Payment of Capital.*

COUNTY OF            , ss.

A. B., being duly sworn, says, that he is the general partner [or, one of the general partners] named in the above certificate, and that the sum specified in the said certificate to have been contributed by the [or, each] special partner to the common stock has been actually, and in good faith, paid in cash.

Sworn before me, this            day of            18 .

[Signature.]

[Signature of officer.]

## PATENTS.

A patent is an instrument by which the United States secures to inventors for a limited time the exclusive use of their own inventions.

The word patent is also applied to the grant of land by the government to the first occupant, and the principle upon which both kinds of patents are granted is much the same. In each case there is a qualified discovery, or at any rate, a creation of value and an adaptation to increased uses of the raw material of nature, besides a first occupancy or possession of the same in the new form. Both creation and occupancy are natural and universal origins of property.

The rules of practice of the United States Patent Office are very full and

simple, and any person by following them may obtain his patent, the office affording him the necessary assistance and guidance. If an invention is a complicated one, or has many points where it may conflict with other inventions, or may fail to be original or useful, the assistance of a skilled patent lawyer may be necessary.

Patents for inventions granted since March 2, 1861, are issued for seventeen years, and can not be extended.

The person to whom the patent has been assigned can have letters issued directly to him.

Patents may be obtained for designs, such as artistic figures, ornaments, pictures intended to be painted or printed upon, or worked in articles manufactured.

Assignments or grants should be recorded within three months after date.

All fees are payable in advance.

When a patent which has been issued is found to be invalid through some mistake or accident, it can be surrendered and a correct one issued in its stead, which is called a *reissue*.

Pamphlets containing the patent laws and directions for proceedings in the Patent Office are issued annually by the office, and may be had by applying by letter to the Commissioner of Patents, Washington, D. C.

### *Rules of Practice in the United States Patent Office. Correspondence.*

All business with the office should be transacted in writing.

All office letters must be sent in the name of the "Commissioner of Patents." All letters and other communications intended for the office must be addressed to him.

Express charges, freight, postage, and all other charges on matter sent to the patent office must be prepaid in full; otherwise it will not be received.

The personal attendance of applicants at the patent office is unnecessary. Their business can be transacted by correspondence.

The assignee of the entire interest of an invention is entitled to hold correspondence with the office to the exclusion of the inventor.

Where there has been an assignment of an undivided part of an invention, the inventor and the assignee will both be recognized as the proper parties to hold correspondence with the office, and all amendments and other actions in such cases must be signed by both parties.

When an attorney shall have filed his power of attorney, duly executed, the correspondence will be held with him.

A separate letter should in every case be written in relation to each distinct subject of inquiry or application. Assignments for record, final



fees, and orders for copies or abstracts must be sent to the office in separate letters.

When a letter concerns an application, it should state the name of the applicant, the title of the invention, the serial number of the application, and the date of filing the same.

When the latter concerns a patent, it should state the name of the patentee, the title of the invention, and the number and date of the patent.

### *Information to Correspondents.*

Of the propriety of making an application for a patent, the inventor must judge for himself.

Caveats and pending applications are preserved in secrecy. No information will be given, without authority, respecting the filing by any particular person of a caveat, or of an application for a patent, or for the reissue of a patent.

After a patent has issued, the model, specification, drawings, and all documents relating to the case are subject to general inspection.

### *Attorneys.*

Any person of intelligence and good moral character may appear as the agent or the attorney in fact of an applicant, upon filing a proper power of attorney. As the value of patents depends largely upon the careful preparation of the specifications and claims, the assistance of competent counsel will, in most cases, be of advantage to the applicant; but the value of their services will be proportionate to their skill and honesty, and too much care can not be exercised in their selection. The office can not assume responsibility for the acts of attorneys, nor can it assist applicants in making selections. It will, however, be unsafe to trust those who pretend to the possession of superior facilities or capacity and diligence for procuring patents in a shorter time or with broader claims than others.

Before any attorney, original or associate, will be allowed to inspect papers or take action of any kind his power of attorney must be filed. No power of attorney purporting to have been given to a firm or co-partnership will be recognized, either in favor of the firm or of any of its members, unless all its members shall be named in such power of attorney.

### *Who may Obtain a Patent.*

A patent may be obtained by any person who has invented or discovered any new and useful art, machine, manufacture, or composition of matter, or any new and useful improvement thereof, not known or used by others in this country, and not patented or described in any printed publication in this or any foreign country, before his invention or discovery thereof, and not in public use or on sale for more than two years prior to his application, unless the same is proved to have been abandoned; and by any person who by his own industry, genius,

efforts, and expense, has invented and produced any new and original design for a manufacture, bust, statue, alto-relievo, or bas-relief ; any new and original design for the printing of woolen, silk, cotton, or other fabrics ; any new and original impression, ornament, pattern, print, or picture to be printed, painted, cast, or otherwise placed on or worked into any article of manufacture ; or any new, useful, and original shape or configuration of any article of manufacture, the same not having been known nor used by others before his invention or production thereof, nor patented nor described in any printed publication, upon payment of the fees required by law and other due proceedings had.

In case of the death of the inventor, the application may be made by, and the patent will issue to, his executor or administrator. In such case the oath will be made by the executor or administrator.

In case of an assignment of the whole interest in the invention or of the whole interest in the patent to be granted, the patent will, upon request of the applicant or assignee, issue to the assignee ; and if the assignee hold an undivided part interest, the patent will, upon like request, issue jointly to the inventor and the assignee ; but the assignment in either case must first have been entered of record, and at a day not later than the date of the payment of the final fee. The application and oath must be made by the actual inventor, if alive, even if the patent is to issue to an assignee. If the inventor be dead it may be made by the executor or administrator, or by the assignee of the entire interest.

If it appear that the inventor, at the time of making his application, believed himself to be the first inventor or discoverer, a patent will not be refused on account of the invention or discovery, or any part thereof, having been known or used in any foreign country before his invention or discovery thereof, if it had not been before patented or described in any printed publication.

Joint inventors are entitled to a joint patent ; neither can claim one separately. Independent inventors of distinct and independent improvements in the same machine can not obtain a joint patent for their separate inventions ; nor does the fact that one furnishes the capital and another makes the invention entitle them to make application as joint inventors ; but in such case they may become joint patentees, upon the conditions.

The receipt of letters patent from a foreign government will not prevent the inventor from obtaining a patent in the United States unless the invention shall have been introduced into public use in the United States more than two years prior to the application. But every patent granted for an invention which has been previously patented by the same inventor in a foreign country will be so limited as to expire at the same time with the foreign patent, or, if there be more than one, at the same time with the one having the shortest unexpired term ; but in no case will it be in force more than seventeen years.

### *The Application.*

Applications for letters patent of the United States must be made to the Commissioner of Patents. A complete application comprises the

petition, specification, oath, and drawings, and the model or specimen when required and first fee of \$15. The petition, specification, and oath must be written in the English language.

No application for a patent will be placed upon the files for examination until all its parts, except the model or specimen, are received. Every application signed or sworn to in blank, or without actual inspection of the petition and specification, or altered or partly filled up after being signed or sworn to, will, upon the discovery of such irregularity, at any time before the delivery of the patent, be stricken from the files. The completed applications of each year will be numbered in regular order, the annual series commencing on the 1st of January, 1880. The applicant will be promptly informed of the serial number of his completed application. The application must be completed and prepared for examination within two years after the filing of the petition; and in default thereof, or upon failure of the applicant to prosecute the same within two years after any action thereon, of which notice shall have been duly mailed to him or his agent, it will be regarded as abandoned, unless it shall be shown, to the satisfaction of the Commissioner, that such delay was unavoidable.

It is desirable that all parts of the complete application should be deposited in the office at the same time, and that all the papers embraced in the application should be attached together; otherwise a letter must accompany each part, accurately and clearly connecting it with the other parts of the application.

### *The Petition.*

The petition is a communication duly signed by the applicant and addressed to the Commissioner of Patents, stating the name and residence of the petitioner, and requesting the grant of a patent for the invention therein designated by name, with a reference to the specification for a full disclosure thereof.

### *The Specification.*

The specification is a written description of the invention or discovery, and of the manner and process of making, constructing, compounding, and using the same, and is required to be in such full, clear, concise, and exact terms as to enable any person skilled in the art or science to which it appertains, or with which it is most nearly connected, to make, construct, compound, and use the same. It must conclude with a specific and distinct claim or claims of the part, improvement, or combination which the applicant regards as his invention or discovery.

The following order of arrangement should be observed when convenient in framing the specification, such portions as refer to drawings being omitted when the invention does not admit of representations by drawings:

- (1.) Preamble, giving the name and residence of the applicant, and the title of the invention.
- (2.) General statement of the object and nature of the invention.
- (3.) Brief description of the drawings, showing what each view represents.

(4.) Detailed description, explaining fully the alleged invention, and the manner of constructing, practicing, operating, and using it.

(5.) Claim or claims.

(6.) Signature of inventor.

(7.) Signatures of two witnesses.

The detailed description above referred to must set forth the precise invention for which a patent is claimed, explaining the principle thereof and the best mode in which the applicant has contemplated applying that principle, so as to distinguish it from other inventions.

Where there are drawings the description will refer by figures to the different views, and by letters or figures to the different parts.

In applications for patents upon mere improvements, the specification must particularly point out the parts to which the improvement relates, and must by explicit language distinguish between what is old and what is claimed as the improvement; and in such cases the description and the drawings, as well as the claims, should be confined to the specific improvements and such parts as necessarily co-operate with them.

In every original application the applicant must distinctly state, under oath, whether the invention has been patented to himself or to others with his consent or knowledge in any country, and if it has been, the country or countries in which it has been so patented, giving the date and number of each patent, and that it has not been patented in any other country or countries than those mentioned, and that, according to his knowledge and belief, the same has not been in public use in the United States for more than two years prior to the application in this country.

Two or more independent inventions can not be claimed in one application; but where several distinct inventions are dependent upon each other and mutually contribute to produce a single result, they may be claimed in one application.

If several inventions, claimed in a single application, shall be found to be of such a nature that a single patent may not be issued to cover them, the inventor will be required to limit the description and claim of the pending application to whichever invention he may elect; the other inventions may be made the subjects of separate applications, which must conform to the rules applicable to original applications. If the independence of the inventions be clear, such limitation will be made before any action upon the merits; otherwise it may be made at any time before final action thereon, in the discretion of the examiner.

When an applicant makes two or more applications relating to the same subject-matter of invention, all showing, but only one claiming, the same thing, those not claiming it must contain disclaimers thereof, with references to the application claiming it.

The specification must be signed by the inventor or by his executor or administrator, and the signature must be attested by two witnesses. Full names must be given, and all names, whether of applicants or witnesses, must be legibly written.

The specification and claims and all amendments must be written in a fair, legible hand, on but one side of the paper, otherwise the office may require them to be printed; and all interlineations and erasures must be clearly marked in marginal or foot-notes written on the same sheet of



paper. Legal-cap paper with the lines numbered is deemed preferable, and a wide margin must always be reserved upon the left-hand side of the page, both of the specification and of the amendments.

### *The Oath.*

The applicant, if the inventor, must make oath or affirmation that he does verily believe himself to be the original and first inventor or discoverer of the art, machine, manufacture, composition, or improvement for which he solicits a patent, and that he does not know and does not believe that the same was ever before known or used; and shall state of what country he is a citizen, and where he resides. An applicant for reissue must also, on his oath, state that he verily believes the original patent to be inoperative or invalid, either by reason of a defective or insufficient specification or by reason of the patentee claiming as his own invention or discovery more than he had a right to claim is new, and that the error arose by inadvertence, accident, or mistake, and without any fraudulent or deceptive intention.

If the application be made by an executor or administrator, the form of the oath will be correspondingly changed. The oath or affirmation may be made before any person within the United States authorized by law to administer oaths, or, when the applicant resides in a foreign country, before any minister, *charge d'affaires*, consul, or commercial agent holding commission under the government of the United States, or before any notary public of the foreign country in which the applicant may be, the oath being attested in all cases, in this and other countries, by the proper official seal of the officer before whom the oath or affirmation is made. When the person before whom the oath or affirmation is made is not provided with a seal his official character shall be established by competent evidence, as by a certificate from a clerk of a court of record or other proper officer having a seal.

In case the applicant seeks by amendment to introduce any claim not substantially embraced in the statement, or invention, or claim originally presented, and therefore not covered by the original oath, he will be required to file a supplemental oath to the effect that the subject-matter of the proposed amendment was part of his invention and was invented before he filed his original application; and such supplemental oath must be upon the same paper which contains the proposed amendment.

### *The Drawings.*

The applicant for a patent is required by law to furnish a drawing of his invention where the nature of the case admits of it.

The drawing must be signed by the inventor or by his attorney in fact, and attested by two witnesses, and must show every feature of the invention covered by the claims, and when the invention consists of an improvement on an old machine, it must exhibit, in one or more views, the invention itself, disconnected from the old structure, and also, in another view, so much only of the old structure as will suffice to show the connection of the invention therewith.

Three several editions of patent-drawings are printed and published one for office use, certified copies, etc., of the size and character of those attached to patents, the work being about 6 by 9½ inches; one reduced to half that scale, or one-fourth the surface, of which four will be printed on a page to illustrate the volumes distributed to the courts; and one reduction—to about the same scale—of a selected portion of each drawing to illustrate the Official Gazette.

This work will all be done by the photolithographic or other analogous process, and therefore the character of each original drawing must be brought as nearly as possible to a uniform standard of excellence, suited to the requirements of the process, and calculated to give the best results, in the interests of inventors, of the office, and of the public generally. The following rules will therefore be rigidly enforced, and any departure from them will be certain to cause delay in the examination of an application for letters patent :

(1.) Drawings must be made upon pure white paper of a thickness corresponding to three-sheet Bristol-board. The surface of the paper must be calendered and smooth. India ink alone must be used, to secure perfectly black and solid lines.

(2.) The size of a sheet on which a drawing is made must be exactly 10 by 15 inches. One inch from its edges a single marginal line is to be drawn, leaving the "sight" precisely 8 by 13 inches. Within this margin all work and signatures must be included. One of the shorter sides of the sheet is regarded as its top, and, measuring downward from the marginal line, a space of not less than 1½ inches is to be left blank for the heading of title, name, number, and date.

(3.) All drawings must be made with the pen only. Every line and letter (signatures included) must be absolutely black. This direction applies to all lines, however fine, to shading, and to lines representing cut surfaces in sectional views. All lines must be clean, sharp, and solid, and they must not be too fine or crowded. Surface shading, when used, should be open. Sectional shading should be made by oblique parallel lines, which may be about one-twentieth of an inch apart.

(4.) Drawings should be made with the fewest lines possible, consistent with clearness. By the observance of this rule the effectiveness of the work after reduction will be much increased. Shading (except on sectional views) should be used only on convex and concave surfaces, where it should be used sparingly, and may even there be dispensed with if the drawing is otherwise well executed. The plane upon which a sectional view is taken should be indicated on the general view by a broken or dotted line. Heavy lines on the shade sides of objects should be used, except where they tend to thicken the work and obscure letters of reference. The light is always supposed to come from the upper left-hand corner at an angle of forty-five degrees. Imitations of wood or surface-graining should not be attempted.

(5.) The scale to which a drawing is made ought to be large enough to show the mechanism without crowding, and two or more sheets should be used if one does not give sufficient room to accomplish this end; but the number of sheets must never be increased unless it is absolutely necessary.

(6.) Letters and figures of reference must be carefully formed. They should, if possible, measure at least one-eighth of an inch in height, so that they may bear reduction to one twenty-fourth of an inch; and they may be much larger when there is sufficient room. They must be so placed in the close and complex parts of drawings as not to interfere with a thorough comprehension of the same, and therefore should rarely cross or mingle with the lines. When necessarily grouped around a certain part, they should be placed at a little distance, where there is available space, and connected by short broken lines with the parts to which they refer. They must never appear upon shaded surfaces, and, when it is difficult to avoid this, a blank space must be left in the shading where the letter occurs, so that it shall appear perfectly distinct and separate from the work. If the same part of an invention appear in more than one view of the drawing, it must always be represented by the same character, and the same character must never be used to designate different parts.

(7.) The signature of the inventor is to be placed at the lower right-hand corner of the sheet, and the signatures of the witnesses at the lower left-hand corner, all within the marginal line. The title is to be written with pencil on the back of the sheet. The permanent names and title will be supplied subsequently by the office in uniform style.

When views are longer than the width of the sheet, the sheet is to be turned on its side, and the heading will be placed at the right, and the signatures at the left, occupying the same space and position as in the upright views, and being horizontal when the sheet is held in an upright position; and all views on the same sheet must stand in the same direction.

(8.) As a rule, one view only of each invention can be shown in the Gazette illustrations. The selection of that portion of a drawing best calculated to explain the nature of the specific improvement would be facilitated, and the final result improved, by the judicious execution of a figure with express reference to the Gazette, but which might, at the same time, serve as one of the figures referred to in the specification. For this purpose, the figure may be a plan, elevation, section, or perspective view, according to the judgment of the draughtsman. It must not cover a space exceeding sixteen square inches. All its parts should be especially open and distinct, with very little or no shading, and it must illustrate the invention claimed only, to the exclusion of all other details. When well executed, it will be used without curtailment or change; but any excessive fineness, or crowding, or unnecessary elaborateness of detail, will necessitate its exclusion from the Gazette.

(9.) Drawings should be rolled for transmission to the office, not folded. No agent's or attorney's stamp, or advertisement, or written address, will be permitted upon the face of a drawing within or without the marginal line.

All reissue applications must be accompanied by new drawings, of the character required in original applications, and the inventor's name must appear upon the same in all cases of patents granted or assigned since July 8, 1870; and such drawings, if the original application was filed after July 8, 1870, shall be made upon the same scale as the original



drawing or upon a larger scale, unless a reduction of scale shall be authorized by the Commissioner.

The foregoing rules relating to drawings will be rigidly enforced; and every drawing not artistically executed in conformity therewith will be returned to the applicant; or, at the applicant's option and cost, the office will make the necessary corrections.

Applicants are advised to employ competent artists to make their drawings. The office will furnish the drawings at cost, as promptly as its draughtsmen can make them, for applicants who can not otherwise conveniently procure them.

### *The Model.*

Preliminary examinations will not be made for the purpose of determining whether models are required in particular cases. Applications complete in all other respects will be sent to the examining divisions, whether models are or are not furnished. A model will not be required or admitted as a part of the application until, on examination of the case in its regular order, the primary examiner shall find it to be necessary, or useful, and shall file a written certificate to that effect, which will constitute an official action in the case. Models not required nor admitted, if already filed, will be returned to the applicants. When a model shall be required the examination will be suspended until it shall be filed. From a decision of the primary examiner overruling a motion to dispense with a model, an appeal may be taken to the Commissioner in person.

The model must clearly exhibit every feature of the machine which forms the subject of a claim of invention, but should not include other matter than that covered by the actual invention or improvement, unless it is necessary to the exhibition of the invention in a working model.

The model must be neatly and substantially made, of durable material, metal being deemed preferable; but when a material forms an essential feature of the invention, the model will be constructed of that material. The model must not be more than one foot in length, width, or height, except in cases in which the Commissioner shall admit working models of complicated machines of larger dimensions. If made of wood, it must be painted or varnished. Glue must not be used; but the parts should be so connected as to resist the action of heat or moisture. Where practicable, to prevent loss, the model or specimen should have the name of the inventor permanently fixed thereon. In cases where models are not made strong and substantial, as here directed, the application will not be examined until a proper model is furnished.

A working model is often desirable, in order to enable the office fully and readily to understand the precise operation of the machine.

In cases where an application has been rejected more than two years, the model, unless it is deemed necessary that it should be preserved in the office, may be returned to the applicant upon demand, and at his expense; and the model, in any pending case of less than two years' standing, may be returned to the applicant upon the filing of a formal abandonment of the application, signed by the applicant in person. Models belonging to patented cases will not be taken from the office except in



the custody of some sworn employé of the office specially authorized by the Commissioner, with the written approval of the Secretary of the Interior.

Models filed as exhibits in contested cases may be returned to the applicant. If not claimed within a reasonable time they may be disposed of at the discretion of the Commissioner.

### *Specimens.*

When the invention or discovery is a composition of matter, the applicant, if required by the Commissioner, shall furnish specimens of the composition, and of its ingredients, sufficient in quantity for the purpose of experiment. In all cases where the article is not perishable, a specimen of the composition claimed, put up in proper form to be preserved by the office, must be furnished.

### *The Examination.*

All cases in the patent office are classified and taken up for examination in regular order, those in the same class being examined and disposed of, as far as practicable, in the order in which the respective applications are completed. When, however, the invention is deemed of peculiar importance to some branch of the public service, and when, for that reason, the head of some department of the Government specially requests immediate action, the case will be taken up out of its order.

### *Rejections and References.*

Whenever, on examination, any claim of an application is rejected for any reason whatever, the applicant will be notified thereof, and the reason for such rejection will be fully and precisely stated, and such information and references will be given as may be useful in judging of the propriety of prosecuting his application, or of altering his specification; and if, after receiving such notice, he shall persist in his claim, with or without altering his specification, the case will be re-examined. If upon re-examination it shall be again rejected, the reasons therefor will be fully and precisely stated.

Whenever, in the treatment of an *ex parte* application, an adverse decision is made upon any preliminary or intermediate question, without the rejection of any claim, notice thereof, together with the reasons therefor, will be given to the applicant, in order that he may judge of the propriety of the action. If, after receiving such notice, he traverse the propriety of the action, the matter will be reconsidered.

### *Amendments and Actions by Applicants.*

The applicant has a right to amend before or after the first rejection; and he may amend as often as the examiner presents any new references or reasons for rejection. In so amending, the applicant must clearly point out all of the patentable novelty which he thinks the case presents, in

view of the state of the art disclosed by the references cited or objections made. He must also show how the amendments avoid such references or objections. After such action on all the claims as shall entitle the applicant to an appeal to the board of examiners-in-chief, amendments will not ordinarily be allowed. If such amendments are offered, good and sufficient cause therefor must be shown, together with the reasons why they were not earlier presented; and, if satisfied on these points, the examiner may admit and consider them. If the examiner shall refuse to admit and consider such amendments, an appeal will lie to the Commissioner, as in other cases.

In order to be entitled to reconsideration, the applicant must make request therefor in writing, and he must distinctly and specifically point out the supposed errors of the examiner's action. The mere allegation that the examiner has erred will not be received as a proper reason for such reconsideration.

In original applications, which are capable of illustration by drawing or model, all the amendments of the model, drawings, or specification or of additions thereto must conform to at least one of them as they were at the time of the filing of the application. Matter not found in either, involving a departure from the original invention, can be shown or claimed only as a separate application. If the invention does not admit of illustration by drawing or model, amendment of the specification is permitted upon proof satisfactory to the Commissioner that the matter covered by the proposed amendment was a part of the original invention.

The specification must be amended and revised, when required, for the purpose of correcting inaccuracies of description or unnecessary prolixity, and of securing correspondence between the claim and the other parts of the specifications.

After the completion of the application the office will not return the specification for any purpose whatever. Models or drawings (but not both at the same time) may be withdrawn for correction. If applicants have not preserved copies of such papers as they wish to amend, the office will furnish them on the usual terms.

### *Designs.*

Patent for a design may be granted to any person, whether citizen or alien, upon payment of the duty required by law, and other due proceedings had, as in other cases of inventions or discoveries.

Patents for designs are granted for the term of three and one-half years, or for seven years, or for fourteen years, as the applicant may, in his application, elect.

The proceedings in applications for patents for designs are substantially the same as in applications for other patents. The specification must distinctly point out the characteristic features of the design, and carefully distinguish between what is old and what is believed to be new. The claims also, when the design admits of it, should be as distinct and specific as in the case of other patents. The following order of arrangement should be observed, when convenient, in framing the specification:

- (1.) Preamble showing name and residence of the applicant, title of

the design, and the name of the article for which the design has been invented.

(2.) Detailed description of the design as it appears in the drawing or photograph, letters or figures of reference being used.

(3.) Claim or claims.

(4.) Signature of inventor.

(5.) Signatures of two witnesses.

When the design can be sufficiently represented by drawings or photographs, a model will not be required.

Whenever a photograph or an engraving is employed to illustrate the design it must be mounted upon Bristol-board, 10 by 15 inches in size, and properly signed and witnessed. The applicant will be required to furnish ten extra copies of such photograph or engraving (not mounted), of a size not exceeding  $7\frac{1}{2}$  inches by 11. Negatives are not required.

Whenever the design is represented by a drawing made to conform to the rules laid down for drawings of mechanical inventions, but one copy need be furnished. Additional copies will be supplied by the photolithographic process at the expense of the patent office.

### *Reissues.*

A reissue is granted to the original patentee, his legal representatives, or the assignees of the entire interest, when, by reason of a defective or insufficient specification, or by reason of the patentee claiming as his invention or discovery more than he had a right to claim as new, the original patent is inoperative or invalid, provided the error has arisen from inadvertence, accidents, or mistake, and without any fraudulent or deceptive intention. In the cases of patents issued and assigned prior to July 8, 1870, the applications for reissue may be made by the assignees; but in the cases of patents issued or assigned since that date the applications must be made and the specification sworn to by the inventors, if they be living.

The petition for a reissue must be accompanied with a certified copy of the abstract of title, giving the names of all assignees owning any undivided interest in the patent; and in case the application is made by the inventor, it must be accompanied with the written assent of such assignees.

Applicants will be required to file with their petitions for reissue:

"1st. A statement setting forth particularly the defects or insufficiencies in the specification which render the patent inoperative or invalid, and in cases where more was claimed and allowed than the applicant was entitled to claim as new, such part or parts must be distinctly pointed out.

"2d. In such statement the applicant must explain how such errors arose, in order that the question of inadvertence, accident, or mistake may be determined.

"3d. The statement must be accompanied with the oath of the applicant that said errors arose without any fraudulent or deceptive intention.

'From the decision of the examiner holding that the statement on



oath is insufficient, an appeal may be taken to the Commissioner in person."

No new matter shall be introduced into the reissue specification, nor in case of a machine shall the model or drawings be amended except each by the other; but when there is neither model nor drawing, amendments may be made upon proof satisfactory to the Commissioner that such new matter or amendment was a part of the original invention, and was omitted from the specification by inadvertence, accident, or mistake.

The Commissioner may, in his discretion, cause several patents to be issued for distinct and separate parts of the thing patented, upon demand of the applicant, and upon payment of the required fee for each division of such reissued letters patent. Each division of a reissue constitutes the subject of a separate specification descriptive of the part or parts of the invention claimed in such division; and the drawing may represent only such part or parts.

Unless it shall be otherwise ordered by the Commissioner, all the divisions of a reissue will issue simultaneously; if there be controversy as to one, the others will be withheld from issue until the controversy is ended, unless he shall otherwise order.

In cases of application for reissue, an original claim, if reproduced in the amended specification, is subject to re-examination, and the entire application will be revised and restricted in the same manner as original applications.

The application for a reissue must be accompanied by a surrender of the original patent, or, if that is lost, by an affidavit to that effect, and a certified copy of the patent; but if a reissue be refused, the original patent will, upon request, be returned to the applicant.

Matter which is shown and described, and might have been lawfully claimed, in an unexpired patent, but was not claimed by reason of a defect or insufficiency in the specification, arising from inadvertence, accident, or mistake, and without fraud or deceptive intent, can not be subsequently claimed by the patentee in a separate patent, but only in a reissue of the original patent.

### *Interferences.*

An interference is a proceeding instituted for the purpose of determining the question of priority of invention between two or more parties claiming substantially the same patentable invention. The fact that one of the parties has already obtained a patent will not prevent an interference; for although the Commissioner has no power to cancel a patent, he may grant a patent for the same invention to another person who proves to be the prior inventor.

Interferences will be declared in the following cases, when all the parties claim substantially the same patentable invention:

- (1.) Between two or more original applications.
- (2.) Between an original application and an unexpired patent, when the applicant, having been rejected on the patent, shall file an affidavit showing that he made the invention before the patentee's application was filed.



(3.) Between an original application and an application for the reissue of a patent granted during the pendency of such original application.

(4.) Between an original application and a reissue application, when the original applicant shall file an affidavit showing that he made the invention before the patentee's original application was filed.

(5.) Between two or more applications for the reissue of patents granted on applications pending at the same time.

(6.) Between two or more applications for the reissue of patents granted on applications not pending at the same time, when the applicant for reissue of the later patent shall file an affidavit showing that he made the invention before the application on which the earlier patent was granted was filed.

(7.) Between a reissue application and an unexpired patent, if the original applications were pending at the same time, and the reissue applicant shall file an affidavit showing that he made the invention before the original application of the other patentee was filed.

(8.) Between an application for reissue of a later unexpired patent and an earlier unexpired patent granted before the original application of the later patent was filed, if the reissue applicant shall file an affidavit showing that he made the invention before the original application of the earlier patent was filled.

### *Issue.*

If, on examination, it shall appear that the applicant is justly entitled to a patent under the law, a notice of allowance will be sent him, calling for the payment of the final fee, upon the receipt of which, within the time fixed by law, the patent will be prepared for issue.

After notice of the allowance of an application is given, the case will not be withdrawn from issue except by approval of the Commissioner, and if withdrawn for further action on the part of the office, a new notice of allowance will be given. When the final fee has been paid upon an application for letters patent, and the case has received its date and number, it will not be withdrawn or suspended from issue on account of any mistake or change of purpose of the applicant or his attorney, nor for the purpose of enabling the inventor to procure a foreign patent, nor for any other reason except mistake on the part of this office, or fraud, or illegality in the application, or for interference.

### *Date, Duration, and Form of Patents*

Every patent will bear date as of a day not later than six months from the time at which the application was passed and allowed and notice thereof was mailed to the applicant or his agent, if within that period the final fee be paid to the Commissioner of Patents, or if it be paid to the Treasurer, or any of the assistant treasurers or designated depositories of the United States, and the certificate promptly forwarded to the Commissioner of Patents; and if the final fee be not paid within that period, the patent will be withheld.

A patent will not be antedated.

Every patent will contain a short title of the invention or discovery

indicating its nature and object, and a grant to the patentee, his heirs and assigns, for the term of seventeen years, of the exclusive right to make, use, and vend the invention or discovery throughout the United States and Territories thereof. But if the invention shall have been previously patented abroad, the term of the patent will expire with the term of the foreign patent. The duration of a design patent may be for the term of three and a half, seven, or fourteen years. A copy of the specification and drawings will be annexed to the patent and form part thereof.

### *Delivery.*

The patent will be delivered or mailed, on the day of its date, to the patentee, unless there be an attorney of record, in which case it will be delivered to him or the patentee, as the attorney may request; but it will not, without a special request to that effect, be delivered to an associate or substitute attorney.

### *Correction of Errors in Letters Patent.*

Where a mistake, incurred through the fault of the office, is clearly disclosed by the records or files of the office, a certificate, showing the fact and nature of such mistake, signed by the Secretary of the Interior, countersigned by the Commissioner of Patents, and sealed with the seal of the patent office, will, at the request of the patentee or his assignee, be indorsed without charge upon the letters patent, and recorded in the records of patents, and a printed copy thereof attached to each printed copy of the specification and drawings.

Where a mistake, incurred through the fault of the office, constitutes a sufficient legal ground for a reissue, such reissue will be made, for the correction of such mistake only, without charge of office fees, at the request of the patentee.

Mistakes not incurred through the fault of the office, and not affording legal grounds for reissues, will not be corrected after the delivery of the letters patent to the patentee or his agent.

No changes or corrections will be made in letters patent after the delivery thereof to the patentee or his agent, except as above provided.

### *Abandoned, Forfeited, and Renewed Applications.*

An abandoned application is one which has not been completed and prepared for examination within two years after the filing of the petition, or which the applicant has failed to prosecute within two years after any action therein, of which notice has been duly given or which the applicant has expressly abandoned by filing, in the office, a written declaration of abandonment, signed by himself, identifying his application by title of invention and date of filing.

Prosecution of an application, to save it from abandonment, must include such proper action as the condition of the case may require.

Before an application abandoned by failure to complete or prosecute

can be renewed, it must be shown to the satisfaction of the Commissioner that the delay in the prosecution of the same was unavoidable.

When a new application is filed in place of an abandoned or rejected application, a new specification, oath, drawing, and fee will be required; but the old model, if suitable, may be used.

A forfeited application is one upon which a patent has been withheld for failure to pay the final fee within the prescribed time.

Where the patent has been withheld by reason of non-payment of the final fee, any person, whether inventor or assignee, who has an interest in the invention for which such patent was ordered to issue, may file a new application for the same invention; but such second application must be made within two years after the allowance of the original application.

### *Disclaimers.*

Whenever, through inadvertence, accident, or mistake, and without any fraudulent or deceptive intention, a patentee has claimed more than that of which he was the original or first inventor or discoverer, his patent shall be valid for all that part which is truly and justly his own, provided the same is a material or substantial part of the thing patented; and any such patentee, his heirs or assigns, whether of the whole or any sectional interest therein, may, on payment of the fee required by law, make disclaimer of such parts of the thing patented as he or they shall not choose to claim or to hold by virtue of the patent or assignment, stating therein the extent of his interest in such patent. Such disclaimer shall be in writing, attested by one or more witnesses, and recorded in the patent office, and it shall thereafter be considered as part of the original specification to the extent of the interest possessed by the claimant and by those claiming under him after the record thereof. But no such disclaimer shall affect any action pending at the time of filing the same, except as to the question of unreasonable neglect or delay in filing it.

Such disclaimers must be distinguished from those which are embodied in original or reissue applications, as at first filed or subsequently amended, referring to matter shown or described, but to which the disclaimant does not choose to claim title, and also from those made to avoid the continuance of interferences, which require no fee, but must, like all other disclaimers, be signed by the applicants in person and duly witnessed.

### *Caveats.*

A caveat, under the patent law, is a notice given to the office of the caveator's claim as inventor, in order to prevent the grant of a patent to another for the same alleged invention upon an application filed during the life of the caveat without notice to the caveator.

Any citizen of the United States who has made a new invention or discovery and desires further time to mature the same, may, on payment of a fee of ten dollars, file in the patent office a caveat setting forth the object and the distinguishing characteristics of the invention, and praying protection of his right until he shall have matured his invention. Such caveat shall be filed in the confidential archives of the office and pre



served in secrecy, and shall be operative for the term of one year from the filing thereof.

An alien has the same privilege, if he has resided in the United States one year next preceding the filing of his caveat, and has made oath of his intention to become a citizen.

The caveat must comprise a specification, oath, and, when the nature of the case admits of it, a drawing, and, like the application, must be limited to a single invention or improvement.

The same particularity of description is not required in a caveat as in an application for a patent; but the caveat must set forth the object of the invention and the distinguishing characteristics thereof, and it should be sufficiently precise to enable the office to judge whether there is a probable interference when a subsequent application is filed. If upon examination a caveat be found defective in this respect, amendment will be required.

The oath of the caveator must set forth that he is a citizen of the United States, or, if he be an alien, that he has resided for one year last past within the United States, and has made oath of his intention to become a citizen thereof, and that he believes himself the original and first inventor of the art, machine, or improvement set forth in his caveat.

When practicable, the caveat should be accompanied by full and accurate drawings, separate from the specification, well executed on tracing muslin or paper that may be folded.

If at any time within one year after the filing or renewal of a caveat another person shall file an application with which such caveat would in any manner interfere, and if, within the year, the application shall be found patentable, then such application will be suspended, and notice thereof will be sent to the person filing the caveat, who, if he shall file a complete application within the prescribed time, will be entitled to an interference with the previous application for the purpose of proving priority of invention, and obtaining the patent, if he be adjudged the prior inventor. The caveator, if he would avail himself of his caveat, must file his application within three months from the expiration of the time regularly required for the transmission to him of the notice deposited in the post-office at Washington; and the day when the time for filing expires will be mentioned in the notice or endorsed thereon.

The caveator will not be entitled to notice of any application pending at the time of filing his caveat, nor of any application filed after the expiration of one year from the date of the filing or renewal thereof. The caveat may be renewed by the payment of a second caveat fee of ten dollars, and it will continue in force for one year from the date of the payment of such second fee. Subsequent renewals may be made with like effect. If a caveat be not renewed, it will still be preserved in the secret archives of the office.

A caveat confers no rights and affords no protection except as to notice of an interfering application filed during its life, giving the caveator the opportunity of proving priority of invention if he so desires.

There is no provision of law making the caveat assignable, although the alleged invention therein set forth is assignable, and the caveat may be used as means of identifying the invention transferred in an assignment.



Caveat papers can not be withdrawn from the office after they have once been filed ; but copies of the papers may be obtained at the usual rates by the caveator or any person duly authorized by him. Additional papers, if containing new matter, must be filed as a separate caveat with another fee.

### *Assignments.*

Every patent, or any interest therein, shall be assignable in law by an instrument in writing ; and the patentee or his assigns or legal representative may, in like manner, grant and convey an exclusive right under his patent to the whole or any specified part of the United States.

Interests in patents may be vested in assignees, in grantees of exclusive sectional rights and mortgages, and in licensees.

(1.) An assignee is a transferee of the whole interest of the original patent, or of an undivided part of such whole interest, extending to every portion of the United States. The assignment must be written or printed and duly signed.

(2.) A grantee acquires by the grant the exclusive right, under the patent, to make and use, and to grant to others the right to make and use, the thing patented, within and throughout some specified part of the United States, excluding the patentee therefrom. The grant must be written or printed and duly signed.

(3.) A mortgage must be written or printed and duly signed.

(4.) A licensee takes an interest less than or different from either of the others. A license may be oral, or written, or printed, and duly signed.

An assignment, grant, or conveyance will be void as against any subsequent purchaser or mortgagee for a valuable consideration, without notice, unless recorded in the patent office within three months from the date thereof.

No instrument will be recorded which does not, in the judgment of the Commissioner, amount to an assignment, grant, mortgage, lien, incumbrance, or license, or affect the title of the patent or invention to which it relates.

Assignments which are made conditional on the performance of certain stipulations, as the payment of money, if recorded in the office, are regarded as absolute assignments, until cancelled with the written consent of both parties, or by the decree of a competent court. The office has no means of determining whether such conditions have been fulfilled.

In every case where it is desired that the patent shall issue to an assignee, the assignment must be recorded in the patent office at a date not later than the day on which the final fee is paid. The date of the record is the date of the receipt of the assignment at the office.

The receipt of assignments is not generally acknowledged by the office. They are recorded in regular order as promptly as possible, and then transmitted to the persons entitled to them.

### *Office Fees.*

Nearly all the fees payable to the patent office are positively required by law to be paid in advance—that is, upon making application for any action by the office for which a fee is payable. For the sake of uniform

ity and convenience, the remaining fees will be required to be paid in the same manner.

The following is the schedule of fees :

On filing every application for a design patent for three years and six months .....	\$10 00
On issuing a design patent for three years and six months no further charge.	
On filing each original application for a design patent for seven years.....	15 00
On filing each original application for a design patent for fourteen years.....	30 00
On filing every caveat.....	10 00
On filing each original application for a patent.....	15 00
On filing each original application for patent for an invention or discovery.....	20 00
On filing a disclaimer.....	10 00
On filing every application for a reissue .....	30 00
On filing every application for a division of a reissue.....	30 00
On filing every application for an extension of a patent.....	50 00
On the grant of every extension .....	50 00
On filing an appeal from a primary examiner to the examiners-in-chief.....	10 00
On filing an appeal to the Commissioner from the examiners-in-chief.....	20 00
For certified copies of patents or other instruments, except copies of printed patents sold by the office, for every 100 words.....	10
For certified copies of printed patents sold by the office, 10 cents for every 100 words, less the price actually paid for such copies without certification.	
For certified copies of drawings, the reasonable cost of making them.	
For recording an assignment of 300 words or less.....	1 00
For recording an assignment of more than 300 and not more than 1,000 words.....	2 00
For recording every assignment of more than 1,000 words.....	3 00
For uncertified copies of the specifications and accompanying drawings of all patents which are in print :	
Single copies .....	25
Twenty copies or more, whether of one or several patents, per copy.....	10
For uncertified copies of the specifications and drawings of patents not in print, the reasonable cost of making the same.	
For copies of matter in any foreign language, per 100 words, or fraction thereof.....	20
For translations, per 100 words, or fraction thereof.....	50
For assistance to attorneys and others in examination of records, one hour or less.....	50
Each additional hour, or fraction thereof.....	50
For assistance to attorneys in examination of patents and other works in the Scientific Library, one hour or less .....	1 00
Each additional hour, or fraction thereof.....	1 00

An order for a copy of an assignment must give the liber and page of the record, as well as the name of the inventor; otherwise an extra charge will be made for the time consumed in making any search for such assignment.

No person will be allowed to make copies or tracings from the files or records of the office. Such copies will be furnished, when ordered, at the rates already specified.

The money required for office fees may be paid to the Commissioner, or to the Treasurer, or any of the assistant treasurers of the United States, or to any of the designated depositories, national banks or receivers of public money, designated by the Secretary of the Treasury for that purpose, who shall give the depositor a receipt or certificate of deposit therefor, which shall be transmitted to the patent office. When this can not be done without much inconvenience the money may be remitted by mail, and in every such case the letter should state the exact amount inclosed. Letters containing money may be registered. Post-office money-orders now afford a safe and convenient mode of transmitting fees. All such orders should be made payable to the "Commissioner of Patents."

The weekly issue will close on Thursday, and the patents of that issue will bear date as of the third Tuesday thereafter. If the final fee in any application is not paid on or before Thursday the patent will not go to issue until the following week.

All money sent by mail, either to or from the patent office, will be at the risk of the sender. In no case should money be sent inclosed with models. All payments to or by the office must be made in specie, treasury notes, national bank notes, certificates of deposit, or post-office money-orders.

### *Repayment of Money.*

Money paid by actual mistake, such as a payment in excess, or when not required by law, or by neglect or misinformation on the part of the office, will be refunded; but a mere change of purpose after the payment of money, as when a party desires to withdraw his application for a patent, or for the registration of a trade-mark, or an appeal, will not entitle a party to demand such a return.

### *1.—Petition by a Sole Inventor.*

To the Commissioner of Patents:

Your petitioner, A. B., a citizen of the United States, residing at \_\_\_\_\_ in the county of \_\_\_\_\_ and State of \_\_\_\_\_ [or subject, etc.], prays that letters patent be granted to him for the improvement in sewing-machines set forth in the annexed specification.

A. B.

### *2.—Petition by an Administrator.*

To the Commissioner of Patents:

Your petitioner, A. B., a citizen of the United States, residing at \_\_\_\_\_ in the county of \_\_\_\_\_ and State of \_\_\_\_\_ [or subject, etc.], administrator of the estate of C. D., late a citizen of S., deceased (as by reference to the

duly certified copy of letters of administration, hereto annexed, will more fully appear), prays that letters patent may be granted to him for the invention of the said C. D. [improvement in fire-hose] set forth in the annexed specification.

A. B., Administrator, etc.

### *3.—Petition by an Executor.*

To the Commissioner of Patents :

Your petitioner, A. B., a citizen of the United States, residing at in the county of        and State of        [or subject, etc.], executor of the last will and testament of C. D., late a citizen of S., deceased (as by reference to the duly certified copy of letters testamentary, hereto annexed, will more fully appear), prays that letters patent may be granted to him for his invention of the said C. D. [improvement in churns], set forth in the annexed specification.

A. B., Executor, etc.

### *3a.—Petition for a Reissue.*

To the Commissioner of Patents :

Your petitioner, A. B., a citizen of the United States, residing at in the county of        and State of        [or subject, etc.], prays that he may be allowed to surrender the letters patent for an improvement in coal-scuttles, granted to him on the        day of        18        whereof he is now sole owner [or whereof C. D., on whose behalf and with whose assent this application is made, is now sole owner, by assignment], and that letters patent may be reissued to him [or the said C. D.] for the same invention, upon the annexed amended specification. With this petition is filed an abstract of title, duly certified, as required in such cases.        A. B.

### *4.—Petition for a Patent for a Design.*

To the Commissioner of Patents :

Your petitioner, A. B., a citizen of the United States, residing at in the county of        and State of        [or subject, etc.], prays that letters patent may be granted to him for the term of        years, for the new and original design for carpets sets forth in the annexed specification.

A. B.

### *5.—Caveat.*

The petition of A. B., a citizen of the United States, residing at in the county of        and State of        [or subject, etc.], represents :

That he has made certain improvements in cotton-gins, and that he is now engaged in making experiments for the purpose of perfecting the same, preparatory to applying for letters patent therefor. He therefore prays that the subjoined description of his invention may be filed as a caveat in the confidential archives of the patent office.        A. B.



### 6.—*A Specification for an Improvement in the Steam-Engine.*

To all whom it may concern :

Be it known that I, A. B., of        in the county of        in the State of        having invented a new and improved mode of preventing steam-boilers from bursting ; and I do hereby declare that the following is a full and exact description thereof, reference being had to the accompanying drawings, and to the letters of reference marked thereon.

The nature of my invention consists in providing the upper part of a steam-boiler with an aperture in addition to that for the safety-valve ; which aperture is to be closed by a plug or disk of alloy, which will fuse at any given degree of heat, and permit the steam to escape, should the safety-valve fail to perform its functions.

To enable others skilled in the art to make and use my invention, I will proceed to describe its construction and operation. I construct my steam-boiler in any of the known forms, and apply thereto gauge-cocks, a safety-valve, and the other appendages of such boilers ; but, in order to obviate the danger arising from the adhesion of the safety-valve, and from other causes, I make a second opening in the top of the boiler, similar to that made for the safety-valve, as shown at A, in the accompanying drawing, and in this opening I insert a plug or disk of fusible alloy, securing it in its place by a metal ring and screws, or otherwise. In general, I compose this fusible metal of a mixture of lead, tin, and bismuth, in such proportions as will insure its melting at a given temperature, which must be that to which it is intended to limit the steam ; it will, of course, vary with the pressure the boiler is intended to sustain.

I surround the opening containing the fusible alloy by a tube B, intended to conduct off any steam which may be discharged therefrom. When the temperature of the steam in such a boiler rises to its assigned limit, the fusible alloy will melt and allow the steam to escape freely, thereby securing it from all danger of explosion.

What I claim as my invention, and desire to secure by letters patent, is the application to steam-boilers of a fusible alloy which will melt at a given temperature and allow the steam to escape, as herein described, using for the purpose the aforesaid metallic compound, or any other substantially the same, and which will produce the intended effect.

A. B.

Witness :

N. N.

O. P.

*Oath ; by a Citizen.*

STATE OF        } ss.  
COUNTY OF        }

On this        day of        18        before me, the subscriber, a        personally appeared the within-named A. B., and made solemn oath [or affirmation] that he verily believes himself to be the original and first inventor of

the mode herein described for preventing steam-boilers from bursting ; and that he does not know or believe the same was ever before known or used ; and that he is a † citizen of the United States.

[Signature of officer.]

### 7.—*Oath by an Alien who has Taken Steps to Become Naturalized.*

[As in the preceding form to the †, continuing thus :] a native of the kingdom of        that he has resided within the United States for the whole of the past year, and has taken the oath prescribed by law for becoming naturalized in this country.

[Signature of officer.]

### 8.—*Specification for a Design.*

To all whom it may concern :

Be it known that I, A. B., of the town [or city] of        in the county of        and State of        have originated and designed a new pattern [for carpets or other fabrics, or, a design for a trade-mark], of which the following is a full, clear, and exact description, reference being had to the accompanying specimens or drawings, making part of this specification.

[Here give a description of the design, with references to the specimen or drawing, concluding with a "claim," as follows :] What I claim as my invention, and desire to secure by letters patent, is the design or pattern [for carpets or other fabrics, or, the design for a trade-mark] herein set forth.

A. B.

Witnesses :

M. N.

O. P.

### 9.—*Oath; oy a Citizen.*

STATE OF        }  
[City and] COUNTY OF        } ss.

On this        day of        18        before the subscriber, a        personally appeared the within-named A. B., and made solemn oath [or affirmation] that he verily believes himself to be the original and first inventor, or producer, of the design for        and that he does not know or believe that the same was ever before known or used, and that he is a † citizen of the United States.

[Signature of officer.]

### 10.—*Oath to Latte, Petition, by an Alien who has Taken Steps to Become a Citizen.*

[As in the preceding form to the † continuing thus :] a native of the kingdom of        that he has resided within the United States for the whole of the past year, and has taken the oath prescribed by law for becoming naturalized in this country.

[Signature of officer.]

### 11.—*Amendments to Specification.*

I hereby amend my specification by inserting the following words after the word \_\_\_\_\_ in the \_\_\_\_\_ line of the \_\_\_\_\_ page thereof [here supply the words that are to be inserted].

Or, I hereby amend my specification by striking out the \_\_\_\_\_ line of the \_\_\_\_\_ page thereof, or, by striking out the first and fourth claims appended thereto [or otherwise state whatever may be the amendment desired by the applicant].

A. B.

[Signatures of two witnesses.]

### 12.—*Appeal to Examiners-in-Chief, from Decision Rejecting Application.*

To the Commissioner of Patents :

Sir—In conformity with section third of the Act of Congress, dated 2d March, 1861, I hereby make application for an appeal from the decision of the principal examiner, in the matter of my application for a patent for an improvement in [describe invention], rejected a second time on the \_\_\_\_\_ day of \_\_\_\_\_ 18\_\_\_\_ and request that the same may be heard by the examiners-in-chief.

Respectfully,

A. B.

### 13.—*By an Applicant for a Reissue.*

STATE OF I, }  
COUNTY OF K, } ss.

A. B., the above-named petitioner, being duly sworn [or affirmed] deposes and says that he verily believes that his aforesaid letters patent are inoperative [or invalid, or both] by reason of a defective [or insufficient] specification [or both, or by reason of the patentee claiming as his own invention or discovery more than he had a right to claim as new], and that the error arose by inadvertence [accident or mistake], without any fraudulent or deceptive intent ; that he is the sole owner of said letters patent, and that he verily believes himself to be the first and original inventor of the improvement set forth and claimed in this amended specification, and does not believe that the same was ever before known or used.

A. B.

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_ A. D. 18\_\_\_\_

C. D.

[Title of office.]

### 14.—*Oath to Application for a Reissue.*

STATE OF \_\_\_\_\_ }  
[City and] COUNTY OF \_\_\_\_\_ } ss.

On this \_\_\_\_\_ day of \_\_\_\_\_ 18\_\_\_\_ before the subscriber, a \_\_\_\_\_ personally appeared the above-named A. B., and made solemn oath [or affirmation]

that he verily believes that, by reason of an insufficient or defective specification, his aforesaid patent is not fully valid and available to him ; and that the said error has arisen from inadvertence, accident, or mistake, and without any fraudulent or deceptive intention, to the best of his knowledge or belief.

[Signature of officer.]

### 15.—Disclaimer After Patent.

To the Commissioner of Patents :

Your petitioner, A. B., a citizen of the United States, residing at L., in the county of M., and State of N. [or subject, etc.], represents that in the matter of a certain improvement in printing presses, for which letters patent of the United States, No. 75,000, were granted to C. D., on the 12th day of June, 1879, he is [here state the exact interest of the disclaimant ; if assignee, set out liber and page where assignment is recorded], and that he has reason to believe that, through inadvertence [accident or mistake], the specification and claim of said letters patent are too broad, including that of which said patentee was not the first inventor. Your petitioner, therefore, hereby enters his disclaimer to that part of the claim in said specification which is in the following words, to wit :

“I also claim the sleeves A B, having each a friction-cam, C, and connected, respectively, by means of chains or cords, K, L, and M, N, with an oscillatory lever, to operate substantially as herein shown and described.”

A. B.

Witness :

C. D.

### 16.—Certificate to be Annexed by Magistrate.

STATE OF }  
[City and] COUNTY OF } ss.

At in said county, on the day of A.D. 18 before me personally appeared the above-named M. N., and made oath that the foregoing deposition by him subscribed, contains the whole truth, and nothing but the truth.

[Signature of officer.]

### PAYMENT AND TENDER.

Payment is the fulfilment of a promise, or the performance of an agreement, or the discharge in money of a sum due.

Payment must be in money or in something accepted in its stead, by some one authorized to receive it. The legal tender established by law is regarded as money. United States coins of all denominations and treasury notes are such.

Negotiable bills and notes of individuals may be taken in payment of a debt, but only have the effect of, and operate as, payment, when taken



with that object in view; in Maine and Massachusetts they are presumed to be taken in payment if the contrary is not expressly shown. Giving one's own promissory note is no payment of a debt unless so understood by both parties. If a note or bill is taken on a debt, due diligence must be taken to collect it at maturity, or it will operate as payment by being treated as the bill of the receiver, and discharging the parties to it.

Giving a check is not payment until it is cashed, or an unreasonable time has been allowed to elapse after the receipt of the check, and the check has been lost thereby.

A receipt is *prima facie* evidence of payment. Other evidence, such as the possession of a note by the maker, etc., go to prove payment.

Payment to an agent or attorney is good if the agent is authorized to receive payment, and so also is payment to the wife, if she is authorized to receive it. An agent, however, can not receive anything but money in payment, unless specially empowered to do so.

Sometimes it is necessary to make a formal tender, if payment will not be taken, or proof of the offer is desired.

Tender should be made to the party entitled to receive payment. The exact amount in strict legal tender money should be offered, stating the amount, and offering it unconditionally, except that in paying a note the note may be required to be given up as a condition of the tender.

A receipt can not, however, be insisted upon without vitiating the tender.

It is commonly supposed that a receipt can be demanded and insisted upon when money is paid. There is no law to compel a man to give a receipt when he receives money and he can refuse to do so.

Tender, if good and sufficient, stops interest and accruing damages on the debt.

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### PENSIONS.

A pension is a stated and certain allowance granted by the government to an individual, or to those who represent him, for valuable services performed by him for the country. By the act of Congress approved July 14, 1884, pensions are granted to the following persons :

#### *Who are Entitled to Pensions.*

Invalids, disabled since March 4, 1861, in the military or naval service of the United States in the line of duty; widows of officers, soldiers,

or seamen, dying of wounds received or diseases contracted in the military or naval service ; children under sixteen years of age, of such deceased persons, if there is no widow surviving, or from the time of the widow's remarriage ; mothers of officers, soldiers, or seamen, deceased as aforesaid, provided the latter have left neither widow nor children under sixteen years of age, and provided, also, that the mother was dependent wholly, or in part, upon the deceased for support ; sisters, under sixteen years of age, of such deceased persons, dependent on the latter, wholly or in part, for support, provided there are no rightful claimants as widows, children, or mothers.

### *Amount Allowed.*

The following are the rates of pension allowed : "That if any officer, non-commissioned officer, musician or private of the army, including regulars, volunteers, and militia, or any officer, warrant or petty officer, musician, seaman, ordinary seaman, flotillaman, marine clerk, landsman, pilot, or other person in the navy or marine corps, has since the 4th of March, eighteen hundred and sixty-one, or shall hereafter be disabled by any wound received or disease contracted while in the service of the United States and in the line of duty, he shall, upon making due proof of the fact, according to such forms and regulation as are or may be provided by or in pursuance of law, be placed upon the list of invalid pensions of the United States, and be entitled to receive for the highest rate of disability such pension as is hereinafter provided in such cases, and for an inferior disability an amount proportionate to the highest disability, to commence as hereinafter provided, and continue during the existence of such disability. The pension for a total disability for officers, non-commissioned officers, musicians, and privates, employed in the military service of the United States, whether regulars, volunteers, or militia, and in the marine corps, shall be as follows—viz.: Lieutenant-colonel, and all officers of a higher rank, thirty dollars per month ; major, twenty-five dollars per month ; captain, twenty dollars per month ; first-lieutenant, seventeen dollars per month ; second-lieutenant, fifteen dollars per month ; and non-commissioned officers, musicians, and privates, eight dollars per month. The pension for total disability for officers, warrant or petty officers, and others employed in the naval service of the United States, shall be as follows—viz.: Captain, commander, surgeon, paymaster, and chief-engineer, respectively, ranking with commander by law, lieutenant commanding and master commanding, thirty dollars per month ; lieutenant, surgeon, paymaster, and chief-engineer, respectively

ranking with lieutenant by law, and passed assistant surgeon, twenty-five dollars per month ; professor of mathematics, master, assistant surgeon, assistant paymaster, and chaplain, twenty dollars per month ; first assistant engineers and pilots, fifteen dollars per month ; passed midshipman, captain's and paymaster's clerk, second and third assistant engineer, master's mate, and all warrant officers, ten dollars per month ; all petty officers, and all other persons before named employed in the naval service, eight dollars per month ; and all commissioned officers, of either service, shall receive such and only such pensions as is herein provided for the rank in which they hold commissions."

Only one full pension in any case will be allowed to the relatives of a deceased officer, soldier, or seaman, and in order of precedence as set forth above. When more than one minor child or orphan sister thus becomes entitled to pension, the same must be divided equally between them.

Invalid pensions, under this law, will commence from the date of the pensioner's discharge from service, provided application is made within one year thereafter. If the claim is not made until a later date, the pension will commence from the time of the application. Pensions of widows and minors will commence from the death of the officer, soldier, or seaman on whose service the claim is based.

### *Army Pensions.*

Declarations (including evidence of identity) are required to be made before a court of record, or before some officer of such court duly authorized to administer oaths, and having custody of its seal. Testimony other than that indicated above, may be taken before a justice of the peace, or other officer having like authority to administer oaths, but in no case will any evidence be received that is verified before an officer who is concerned in prosecuting the claim, or has a manifest interest therein.

The instructions here given are those issued by Government.

In support of the allegations made in the claimant's declaration, testimony will be required in accordance with the following rules :

1. The claimant's identity must be proved by two witnesses, certified by a judicial officer to be respectable and credible, who are present and witness the signature of the declarant, and who state, upon oath or affirmation, their belief, either from personal acquaintance or for other reasons given, that he or she is the identical person he or she represents himself or herself to be.

2. Every applicant for an invalid pension must, if in his power, produce the certificate of the captain, or of some other commissioned officer under whom he served, distinctly stating the time and place of the said applicant's having been wounded or otherwise disabled, and the nature

of the disability ; and that the said disability arose while he was in the service of the United States and in the line of his duty.

3. If it be impracticable to obtain such certificate, by reason of the death or removal of said officers, it must be so stated under oath by the applicant, and his averment of the fact proved by persons of known respectability, who must state particularly all the knowledge they may possess in relation to such death or removal ; then secondary evidence can be received. In such case, the applicant must produce the testimony of at least two credible witnesses (who were in a condition to know the facts about which they testify), whose good character must be vouched for by a judicial officer, or by some one known to the department. The witnesses must give a minute narrative of the facts in relation to the matter, and must show how they obtained a knowledge of the facts to which they testify.

4. The usual certificate of disability for discharge should show the origin, character, and degree of the claimant's disability ; but when that is wanting or defective, the applicant will be required to be examined by some surgeon regularly appointed, unless clearly impracticable.

5. The habits of the applicant, and his occupation since he left the service, should be shown by at least two credible witnesses.

If the applicant claims a pension as the widow of a deceased officer or soldier, she must prove the legality of her marriage, the death of her husband, and that she is still a widow. She must also furnish the names and ages of the decedent's children under sixteen years of age at her husband's decease, and the place of their residence. On a subsequent marriage her pension will cease, and the minor child or children of the deceased officer or soldier, if any be living, under the age of sixteen years, will be entitled to the same in her stead, from the date of such marriage, on the requisite proof, under a new declaration. Proof of the marriage of the parents and of the age of claimants will be required in all applications in behalf of minor children. The legality of the marriage, in either case, may be ascertained by the certificate of the clergyman who joined them in wedlock, or by the testimony of respectable persons having knowledge of the fact, in default of record evidence, which last must always be furnished, or its absence shown. The ages and number of children may be ascertained by the deposition of the mother, accompanied by the testimony of respectable persons having knowledge of them, or by transcripts from the parish or town registers duly authenticated.

A mother, to be entitled to a pension, as having been wholly or partly dependent on a deceased officer or soldier, must prove that the latter contributed to her support for a certain period, showing specifically in what manner and to what extent.

If the claimant be a dependent sister, like proof will be required of the marriage of her parents, and of her relationship to the deceased.

Guardians of minor claimants must, in all cases, produce evidence of their authority as such, under the seal of the court from which their appointment is obtained.

Applicants of the last four classes enumerated at the head of the chapter, who have in any manner aided or abetted the rebellion against the United States Government, are not entitled to the benefits of this act.



Invalid applicants who are minors may apply in their own behalf, without the intervention of a guardian.

Attorneys for claimants must have proper authority from those in whose behalf they appear. Powers of attorney must be signed in the presence of two witnesses, and acknowledged before a duly qualified officer, whose official character must be certified under seal.

In all cases the post-office address of the claimant must be distinctly stated, over his or her proper signature.

Applications under this act will be numbered and acknowledged, to be acted on in their turn. In filing additional evidence, correspondents should always give the number of the claim as well as the name of the claimant.

### *How to Procure a Pension.*

Pamphlets containing the pension laws, forms, and complete directions for proceedings in the Pension Office are issued by that office, and can be had on application by letter to the Commissioner of Pensions, Washington, D. C., or to any Pension Agent.

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## *PARTITION.*

Partition is the division which is made between several persons, of lands, tenements, or hereditaments, or of goods and chattels which belong to them as co-heirs or co-proprietors. The division is either voluntary or compulsory.

Voluntary partition is made by the mutual consent of the owners, and is effected by mutual conveyances, without covenants of warranty, or by release to each person of the share which he is to hold, executed by the other owners.

Compulsory partition is made without regard to the wishes of one or more of the owners, and is effected by special laws provided for the purpose in each State.

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## *PERSONAL PROPERTY.*

Personal property is the right or interest which a man has in things personal. It consists in general of everything which a man can move around with him, such as household furniture, checks, notes, bonds, mortgages, books, copyrights, patents, stock of goods in a store, cattle, tools, farming utensils, hay, fodder, and whatever erections he may put on land which have not become fixtures.

The personal property of a person who dies without a will goes to the

next of kin, and is divided up among them according to the statute of distributions in the several States.

Whatever is erected on the lands of another by permission of the owner is personal property ; so also whatever a tenant erects for trade, domestic or manufacturing purposes, provided it can be removed without too great damage and is removed within a reasonable time.

Growing crops sold by the owner when fit for harvesting are personal property ; so also are crops planted by a tenant, if fit for harvesting, or if his term of tenancy is uncertain.

Trees sold to be cut, without any right to have them stand to occupy the land and trees growing in a nursery, are personal property.

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### *POWER OF ATTORNEY.*

[See Agents.]

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### *PRE-EMPTION LAWS.*

The pre-emption right is the right given to settlers upon the public lands of the United States to purchase them at a limited price in preference to others. It gives a right to the actual settler, who has entered and occupied without title, to obtain a title to a quarter section at the minimum price fixed by law, upon entry in the proper office and payment, to the exclusion of all other persons.

The public lands of the United States are sold to purchasers at a minimum price of \$1.25 per acre, or a double minimum of \$2.50 per acre, the latter being the price per acre for the alternate sections held by the government within the limits of a land grant to a railroad.

Purchasers simply present a written application to the register of the district for any vacant land which they describe, and on payment of the price, receive a certificate of purchase.

### *Who May Pre-empt Lands.*

All surveyed public lands of the United States are open to pre-emptions by heads of families, widows, or single persons over twenty-one years of age, who are citizens of the United States, or have declared their intention to become such. Only one hundred and sixty acres can be so taken up. No one owning 320 acres in any State or Territory, or who has left his

own land in the same State or Territory, is allowed to pre-empt, nor shall any one be allowed to pre-empt twice. The applicant must make oath that he does not intend to improve the land and sell on speculation, and that he intends to appropriate the land to his own direct and exclusive use. The applicant must file his declaration within 30 days, and his oath within one year, when he shall be entitled to purchase as above. The same persons may enter a homestead on the same application, and on paying five dollars for eighty acres, or ten for more than that up to one hundred and sixty acres. Certificate of patent shall be granted after five years from the entry, but the entry shall inure to the benefit of the widow and children of one who dies before the expiration of such time. An absence of more than six months from the land abandons it.

Soldiers may take up homesteads and have the time of service in the army deducted from the five years, provided, however, it does not make the time less than one year.

Parties desiring to found a city on the public lands shall file a plot of not more than a section, and the lots shall be offered at public sale at a minimum of ten dollars a lot, and the undisposed of lots shall be disposed of at such minimum, or any increase or diminution after three months' notice as the Secretary of the Interior shall order.

The same persons who are entitled to pre-empt and homestead public lands shall, on planting trees and keeping them growing for eight years, be entitled to a patent for an additional number of acres up to one hundred and sixty; forty acres being allowed for each two and one-half acres of trees planted and kept growing for eight years, on paying the amount of the homestead fee.

Five acres shall be broken the first year, cropped the second, and planted to timber the third; and five more, commencing the second year, shall be treated in the same manner, if one hundred and sixty acres are taken up, and in the same proportion for a less number of acres.

The same classes of persons may appropriate a section of desert land, or land unfit for agricultural purposes, except by irrigation by conducting water upon it, within three years from filing their declaration. They must get their water by prior right, and must not use more than is necessary for irrigating purposes.

Timber lands in California, Nevada, Oregon, and Washington, unfit for agriculture, may be sold for two dollars and fifty cents an acre, not more than a quarter section to a person being sold. Stone lands may be sold the same way. The same class of persons, subject to the same conditions as in pre-emption cases, are entitled to enter these lands.

*1.—Declaratory Statement for Cases where, at the Date of the Law, the Land Claimed was Subject to Private Entry.*

I, A. B., of        being the head of a family [or a widow, or single man over the age of twenty-one years, as the case may be], and a citizen of the United States [or having filed my declaration to become a citizen, as required by the naturalization laws, as the case may be], have, since the first day of June, 1840—to wit, on the        day of        A.D. 18        settled and improved the        quarter-section No.        in township No.        of range No.        in the district of land subject to sale at the land office at        and containing        acres, which land was subject to private entry at the passage of the act of 4th September, 1841; and I do hereby declare my intention to claim the said tract of land as a pre-emption right under the provisions of said act of 4th September, 1841.

Given under my hand this        day of        18        .  
[Signature of claimant.]

In presence of

[Signature of witness.]

*2.—For Cases where the Land Claimed shall have been Rendered Subject to Private Entry since the Date of the Law.*

I, A. B., of        being [the head of a family or widow, or single man over the age of twenty-one years, as the case may be, a citizen of the United States, or having filed my declaration to become a citizen, as required by the naturalization laws, as the case may be], did, on the        day of        A.D. 18        settle and improve the        quarter of section No.        in township No.        of range No.        in the district of lands subject to sale at the land office at        and containing        acres, which land has been rendered subject to private entry since the passage of the act of 4th of September, 1841, but prior to my settlement thereon; and I do hereby declare my intention to claim the said tract of land as a pre-emption right, under the provisions of said act of 4th September, 1841.

Given under my hand this        day of        A.D. 18        .

A. B.

In presence of

[Signature of witness.]

*3.—Affidavit Required of Pre-emption Claimant.*

I, A. B., claiming the right of pre-emption under the provisions of the act of Congress, entitled "An Act to appropriate the proceeds of the sales of the public lands, and to grant pre-emption rights," approved September 4, 1841, to the        quarter of section No.        of township No.        of range No.        subject to sale at        do solemnly swear [or affirm] that I have never had the benefit of any right of pre-emption under this act; that I am not the owner of three hundred and twenty acres of land in any State or Territory of the United States, nor have I settled



upon and improved said land to sell the same on speculation, but in good faith to appropriate it to my own exclusive use or benefit; and that I have not, directly or indirectly, made any agreement or contract, in any way or manner, with any person or persons whatsoever, by which the title which I may acquire from the Government of the United States should inure, in whole or in part, to the benefit of any person except myself.

[Signature.]

I, C. D., register [or receiver] of the land office at      do hereby certify that the above affidavit was taken and subscribed before me this day of      A.D. 18 .

[Signature and title.]

#### 4.—Cash Application.

No. .

LAND OFFICE AT

[Date] 18 .

I, A. B., of      county      do hereby apply to purchase the      of section      in township      of range      containing      acres, according to the returns of the Surveyor-General, for which I have agreed with the register to give at the rate of      per acre.

A. B.

#### 5.—Pre-emption Declaratory Statement for Offered Lands.

I, A. B., of      being      have, on the      day of      A.D. 18 settled and improved the      quarter of section No.      in township No.      of range No.      in the district of lands subject to sale at the land office at      and containing      acres, which land has not yet been offered at public sale, and thus rendered subject to private entry; and I do hereby declare my intention to claim the said tract of land as a pre-emption right under section 2259 of the Revised Statutes of the United States.

Given under my hand this      day of      A.D. 18 .

A. B.

In presence of

[Signature of witness.]

#### 6.—Declaratory Statement for Cases where the Land is not Subject to Private Entry.

I, A. B., of      being [the head of a family, or widow, or single man over the age of twenty-one years, as the case may be, a citizen of the United States, or having filed my declaration to become a citizen, as required by the naturalization laws, as the case may be], did, on the day of      A.D. 18 settle and improve the      quarter of section No.      in township No.      of range No.      in the district of lands subject to sale at the land office at      and containing      acres, which land has not yet been offered at public sale, and thus rendered subject to private entry; and I do hereby declare my intention to claim the said tract

of land as a pre-emption right, under the provisions of said act of 4th September, 1841.

Given under my hand this      day of      A.D. 18      A. B.

In presence of

[Signature of witness.]

*7.—Affidavit to be Filed in Cases where the Settler shall have Died before Proving up and Entering his Claim.*

I, A. B. [executor of the estate of E. F., or administrator of the estate of E. F., or one of the heirs of E. F., aged      years, as the case may be], do solemnly swear [or affirm, as the case may be] that the said E. F., to the best of my knowledge and belief, entered upon the quarter of section No.      of township No.      of range No.      subject to sale at      in his own right, and exclusively for his own use and benefit; and that he has not, directly or indirectly, made any contract or agreement, in any way or manner, with any person or persons whatever, by which the title to the land which he might have acquired from the Government of the United States, by virtue of said settlement, under the law of 22d June, 1838 [or 1st June, 1840, as the case may be], should inure to the use or benefit of any one except himself, or to convey or transfer the said land, or the title which he might have acquired to the same, to any other person or persons whatever, at any subsequent time.

A. B., Executor of the estate of E. F.,  
[or administrator of the estate  
of E. F., or one of the heirs of  
E. F., as the case may be.]

Sworn to and subscribed before me this      day of      18      .

C. D., Register, or  
G. H., Receiver, or  
L. M., Justice of the Peace.

*8.—Application for Homestead.*

LAND OFFICE AT

[Date]      18      .

APPLICATION No.      .

I, A. B., of      do hereby apply to enter, under section 2289 of the Revised Statutes of the United States, the      of section      in township      of range      containing      acres.

A. B.

*9.—Affidavit required of Homestead Claimant.*

LAND OFFICE AT

[Date]      18      .

I, A. B., of      having filed my application No.      for an entry under section 2289 of the Revised Statutes of the United States, do solemnly

swear that [here state whether the applicant is the head of a family, or over twenty-one years of age; whether a citizen of the United States, or has filed a declaration of intention of becoming such; or, if under twenty-one years of age, that he has served not less than fourteen days in the army or navy of the United States during actual war; that said application, No.        is made for his or her exclusive benefit; and that said entry is made for the purpose of actual settlement and cultivation, and not, directly or indirectly, for the use or benefit of any other person or persons whomsoever], and that I have not heretofore had the benefit of said section 2289.

A. B.

Sworn to and subscribed this        day of        before

[Signature.]

Register [or Receiver.]

### 10.—*Notice of Intention to Make Final Proof.*

LAND OFFICE AT

[Date] 18 .

I, A. B., of        who made homestead application No.        [or pre-emption declaratory statement No.        ], for the        do hereby give notice of my intention to make final proof to establish my claim to the land above described, and that I expect to prove my residence and cultivation before        at        on        18 by two of the following witnesses :

E. F., of        .

G. H., of        .

J. K., of        .

L. M., of        .

A. B.

### 11.—*Commuted Homestead Affidavit.*

I, A. B., claiming the right to commute, under section 2301 of the Revised Statutes of the United States, my homestead entry No.        made upon the        section        township        range        do solemnly swear that I made settlement upon said land on the        day of        18 and that since such date, to wit, on the        day of        18 I have built a house on said land, and have continued to reside therein up to the present time; that I have broken and cultivated        acres of said land, and that no part of said land has been alienated, except as provided in section 2288 of the Revised Statutes, but that I am the sole *bona fide* owner as an actual settler.

I further swear that I have not heretofore perfected or abandoned an entry made under the homestead laws of the United States.        A. B.

LAND OFFICE        .

Subscribed and sworn to before me this        day        of        .

[Signature.]

Register.

12.—*Adjoining Farm Homestead.*

## AFFIDAVIT.

LAND OFFICE AT

[Date] 18 .

I, A. B., of        having filed my application No.        for an entry under the provisions of the act of Congress approved May 20, 1862, entitled "An Act to secure homesteads to actual settlers on the public domain," do solemnly swear that        [here state whether the applicant is the head of a family, or over twenty-one years of age; whether a citizen of the United States, or has filed his declaration of intention of becoming such; or, if under twenty-one years of age, that he has served not less than fourteen days in the army or navy of the United States during actual war]; that said entry is made for my own exclusive benefit, and not directly, or indirectly, for the benefit or use of any other person or persons whomsoever; neither have I heretofore perfected or abandoned an entry made under this act; that the land embraced in said application No.        is intended for an adjoining farm homestead; that I now own and reside upon an original farm containing        acres, and no more; that the same comprises the        of section        township        range        and is contiguous to the tract this day applied for.

A. B.

Sworn to and subscribed this        day        of        before

[Signature.]

of the Land Office.

13.—*Final Affidavit Required of Adjoining Farm Homestead Claimants.*

I, A. B., having made a homestead entry of the        section No.        in township No.        of range No.        subject to entry at        for the use of an adjoining farm owned and occupied by me on the        of section No.        in township No.        of range No.        under section 2289 of the Revised Statutes, do now apply to perfect my claim thereto by virtue of section 2291 of the same, and for that purpose do solemnly        that I am a citizen of the United States; that I have continued to own and occupy the land constituting my original farm, having resided thereon since the        day of        18        to the present time, and have made use of the said entered tract as a part of my homestead, and have improved the same in the following manner, viz.,        That no part of said land has been alienated, but that I am the sole *bona fide* owner as an actual settler; that I will bear true allegiance to the Government of the United States; and, further, that I have not heretofore perfected or abandoned an entry under the homestead laws.

A. B.

I,        of the land office at        do hereby certify that the above affidavit was taken and subscribed before me this        day of        18        .

[Signature.]



*14.—Pre-emption Homestead Affidavit.*

I, A. B., having changed my pre-emption declaratory statement No. \_\_\_\_\_ filed the day 18 alleging settlement the day of 18 for the section No. \_\_\_\_\_ in township No. \_\_\_\_\_ of range No. \_\_\_\_\_ to homestead entry original No. \_\_\_\_\_ district of lands subject to entry at \_\_\_\_\_ under the act of Congress approved March 3, 1877, and May 27, 1878, do solemnly swear that I have never had the benefit of any right of pre-emption under section 2259 of the Revised Statutes of the United States; that I have not heretofore filed a pre-emption declaratory statement for another tract of land; that I was not the owner of three hundred and twenty acres of land in any State or Territory of the United States at any time during the above-mentioned period of settlement under the pre-emption statutes; that I did not remove from my own land within the State of \_\_\_\_\_ to make the settlement above referred to; nor have I settled upon and improved said land to sell the same on speculation, but in good faith to appropriate it to my exclusive use or benefit; and that I did not, during the period of pre-emption settlement above mentioned, directly or indirectly, make any agreement or contract, in any way or manner, with any person or persons whatsoever, by which the title which I might acquire from the Government of the United States would inure, in whole or in part, to the benefit of any person except myself. A. B.

I, C. D., of the land office \_\_\_\_\_ do hereby certify that the above affidavit was subscribed and sworn to before me this day of 18 . C. D.

*15.—Application for Additional Homestead.*

Application }  
No. }

LAND OFFICE AT  
[Date] 18 .

I, \_\_\_\_\_ of \_\_\_\_\_ do hereby apply to enter, under the act of March 3, 1879, the \_\_\_\_\_ of section, in township \_\_\_\_\_ of range \_\_\_\_\_ containing \_\_\_\_\_ acres, as additional to my entry No. \_\_\_\_\_ for the \_\_\_\_\_ of \_\_\_\_\_ section in township \_\_\_\_\_ of range \_\_\_\_\_

*16.—Affidavit Required of Applicant for Additional Homestead.*

LAND OFFICE AT  
[Date] 18 .

I, A. B., of \_\_\_\_\_ having filed my application No. \_\_\_\_\_ for an entry under the act of March 3, 1879, do solemnly swear that [here state whether the applicant is the head of a family, or over twenty-one years of age; whether a citizen of the United States, or has filed his declaration or intention of becoming such; or, if under twenty-one years of age, that he has served not less than fourteen days in the army or navy of the United States during actual war;] that said application No. \_\_\_\_\_ is made for my exclusive benefit; and that said entry is made for the purpose of actual settlement and cultivation, and not, directly or indirectly, for the use or

benefit of any other person or persons whomsoever, and that I have not heretofore had the benefit of said act.

[Signature].

Sworn to and subscribed this      day of      before

[Signature].

Register and Receiver.

### *17.—Soldiers' Homestead Declaration.*

No.      .

LAND OFFICE AT

[Date]      18      .

I, A. B., do hereby declare and give notice that I claim for a homestead, under section 2304 of the Revised Statutes of the United States, granting homesteads to honorably discharged soldiers and sailors, their widows and orphans, the      of section      of township      of range containing      acres; and I further declare that I take the said tract of land for actual settlement and cultivation and for my own use and benefit.

A. B.

Per

His Attorney in fact.

### *18.—Soldiers' Homestead Application.*

LAND OFFICE AT

[Date]      18      .

I, A. B., hereby apply to enter, under section 2304 of the Revised Statutes of the United States, the      of section      of township      of range containing      acres; and for which I filed my declaration on the day of      through      my duly appointed agent.

A. B.

### *19.—Soldiers' Homestead Affidavit.*

No.      .

LAND OFFICE AT

[Date]      18      .

I, A. B., of      do solemnly swear that I am a      of the age of twenty-one years, and a citizen of the United States; that I served for ninety days in company      ,      regiment United States volunteers; that I was mustered into the United States military service the      day of      and was honorably discharged therefrom on the      day of      that I have since borne true allegiance to the government, and that I have made my application, No.      to enter a tract of land under section 2304 of the Revised Statutes of the United States, giving homesteads to honorably discharged soldiers and sailors, their widows and orphan children; that I have made said application in good faith, and that I take said homestead for the purpose of actual settlement and cultivation, and for my own exclusive use and benefit, and for the use and benefit of no other person or persons whomsoever; and that I have not heretofore acquired a title to a tract of land under the homestead laws, or voluntarily relinquished

or abandoned an entry heretofore made under said laws: so help me God.

A. B.

Sworn to and subscribed before me,                      register of the land office at  
this            day of            18 .

C. D., Register.

## 20.—Soldiers' Additional Homestead Entry Application.

No. .

LAND OFFICE AT  
[Date] 18 .

I, A. B., of            county, State of            being entitled to the benefits of section 2306 of the Revised Statutes of the United States, granting additional lands to soldiers and sailors who served in the war of the Rebellion, do hereby apply to enter the            of section            of township            of range            containing            acres, as additional to my original homestead on the            of section            of township            of range            containing            acres, which I entered            18            per homestead No.            .

A. B.

## 21.—Timber-Culture Application No. —

I, A. B., hereby apply to enter, under the provisions of the act of June 14, 1878, entitled "An Act to amend an act entitled 'An Act to encourage the growth of timber on the Western prairies,'" the            of section            in township            of range            containing            acres.

A. B.

## 22.—Timber-Culture Affidavit.

LAND OFFICE AT  
[Date], 18 .

I, A. B., having filed my Application No.            for an entry under the provisions of an act entitled "An Act to amend an act entitled 'An Act to encourage the growth of timber on the Western prairies,'" approved June 14, 1878, do solemnly            that I am the head of a family [or over twenty-one years of age], and a citizen of the United States [or have declared my intention to become such]; that the section of land specified in my said application is composed exclusively of prairie lands, or other lands devoid of timber; that this filing and entry is made for the cultivation of timber, and for my own exclusive use and benefit; that I have made the said application in good faith, and not for the purpose of speculation, or, directly or indirectly, for the use or benefit of any other person or persons whomsoever; that I intend to hold and cultivate the land, and to fully comply with the provisions of this said act; and that I have not heretofore made an entry under this act, or the acts of which this is amendatory.

A. B

Sworn to and subscribed before me  
this            day of            18 .

[Signature of officer.]

*23.—Desert Land Declaration.*

No.

LAND OFFICE AT

[Date], 18 .

I, A. B., of        county        of        being duly sworn depose and declare, that I am a citizen of the United States, of the age of        and a resident of said county and        and by occupation a        that I intend to reclaim a tract of desert land, not exceeding one section, by conducting water upon the same, within three years from date, under the provisions of the act of Congress approved March 3, 1877, entitled "An Act to provide for the sale of desert lands in certain States and Territories." The desert land which I intend to reclaim does not exceed one section, and is situated in        county, in the        land district, and is described as follows, to wit: the        of section No.        township No.        range No.        containing        acres. I further depose, that I have made no other declaration for desert lands under the provisions of said act; that the land above described will not, without irrigation, produce an agricultural crop; that there is no timber growing upon said land; that there is not, to my knowledge, within the limits thereof, any vein or lode of quartz, or other rock in place, bearing gold, silver, cinnabar, lead, tin, or copper, or any deposit of coal; that there is not within the limits of said land, to my knowledge, any placer, cement, gravel, or other valuable mineral deposit or salines; that no portion of said land is claimed for mining purposes, under the local customs or rules of miners or otherwise; that no portion of said land is worked for mineral during any part of the year by any person or persons; that said land is essentially non-mineral land; that I became acquainted with said land by       ; and that my declaration therefor is not made for the purpose of fraudulently obtaining title to mineral land, timber land, or agricultural land, but for the purpose of faithfully reclaiming, within three years from the date hereof, by conducting water thereon, a tract of land which is desert land within the meaning of the act.

A. B.

LAND OFFICE AT

[Date], 18 .

I hereby certify that the foregoing declaration was this day sworn to and subscribed before me.

C. D., Register.

E. F., Receiver.

*24.—Desert Land Affidavit.*

No.

LAND OFFICE AT

[Date], 18 .

I, A. B., of        county        being duly sworn, declare upon oath, that I am a resident of said county and       ; that I am of the age of        and by occupation a       ; that I am well acquainted with the character of each and every legal subdivision of the following described land: the



section No.      township No.      range No.      containing      acres ; that I became acquainted with said land by      ; and I have been acquainted with it for      years last past ; that I have frequently passed over it ; that my knowledge of said land is such as to enable me to testify understandingly concerning it ; that the same is desert land within the meaning of the second section of the act of Congress approved March 3, 1877, entitled "An Act to provide for the sale of desert lands in certain States and Territories" ; that said land will not, without artificial irrigation, produce any agricultural crop ; that no agricultural crop has ever been raised or cultivated on said land for the reason that it does not contain sufficient moisture for successful cultivation : that the same is essentially dry and arid land, wholly unfit for cultivation without artificial irrigation ; that said land can not be successfully cultivated without reclamation by conducting water thereon ; that said land has hitherto been unappropriated, unoccupied, and unsettled, because it has been impossible to cultivate it successfully on account of its dry and arid condition ; that it is a fact well known, patent, and notorious, that the same will not, in its natural condition, produce any crop, that the land is the      ; that there is no timber growing thereon, but that it is devoid of timber ; that there is not, to my knowledge, within the limits thereof, any vein or lode of quartz, or other rock in place, bearing gold, silver, cinnabar, lead, tin, or copper, or any deposit of coal ; that there is not, within the limits of said land, to my knowledge, any placer, cement, gravel, or other valuable mineral deposit or salines ; that no portion of said land is claimed for mining purposes under the local customs or rules of miners or otherwise ; that no portion of said land is worked for mineral during any part of the year, by any person or persons ; that said land is essentially non-mineral land ; that I am not interested in any way or manner, directly or indirectly, present or prospective, in any application or declaration made or to be made for said land or in the land itself, or in the title which may by any person or in any manner be acquired thereto.

A. B.

### 25.—*Final Proof Under the Desert Land Act.*

[See pre-emption proof.]

### 26.—*Final Proof Under the Desert Land Act.*

[See pre-emption final proof.]

### 27.—*Timber and Stone Lands.*

Sworn Statement.

LAND OFFICE AT

[Date] 18

I, A. B., of      county,      desiring to avail myself of the provisions of the Act of Congress of June 3, 1878, entitled "An Act for the sale of timber lands in the States of California, Oregon, Nevada, and in Washington Territory," for the purchase of the      of section      township

of range do solemnly that I that the said land is unfit for cultivation, and valuable chiefly for its that it is uninhabited ; that it contains no mining or other improvements nor, as I verily believe, any valuable deposit of gold, silver, cinnabar, copper, or coal ; that I have made no other application under said Act ; that I do not apply to purchase the land above described on speculation, but in good faith to appropriate it to my own exclusive use and benefit ; and that I have not, directly or indirectly, made any agreement or contract, in any way or manner, with any person or persons whomsoever, by which the title which I may acquire from the Government of the United States may inure, in whole or in part, to the benefit of any person except myself.

A. B.

Sworn to and subscribed before me

this day of 18

[Signature and title of officer.]

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### *PROMISSORY NOTES.*

[See Commercial Paper.]

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### *REAL PROPERTY.*

Real property is something which may be held by tenure, or which will pass to the heir of the possessor at his death.

It includes lands, tenements, and hereditaments, or, in other words, it includes the land and ordinarily whatever is erected, or growing, upon the same, as well as whatever is contained within it, or beneath its surface, as minerals, etc. Whatever is erected on the land by the owner is real property, and passes with the land. Growing crops planted by the owner of the soil are real property, but, if sold by him when fit for harvest, they become personal property. Manure made upon the farm in the usual manner, by consumption of its products, would be real property ; so also whatever is fitted for, and actually applied to, real estate, if of permanent nature.

---

### *RECEIPTS AND RELEASES.*

A receipt is a written acknowledgment of payment or delivery of money or property.

It is made by the party receiving the money or goods. A receipt is the party's admission of the delivery to him. It is simply presumptive evidence of the delivery and not conclusive at all on the party. The

rule which applies to written agreements, that they can not be varied by parol evidence, does not apply to a receipt; but the party may show the circumstances under which it was given, and may avoid its effect not only by showing that he was led to give it by fraud, or by some serious mistake, but generally by any clear proof that the money received for was not actually paid.

Receipts "in full" of a specified debt, or "in full of all accounts," or "all demands," are much more conclusive, and though not then operating as a release, extinguishing the debt itself, still are evidence of a compromise and mutual settlement of the rights of the parties. Greater force is given to a receipt if a seal is affixed.

A receipt is evidence in any matter to which it is an incident. A receipt can not be demanded as a condition of payment of a debt, nor can the party receiving payment be compelled to give a receipt. It is always the safer course to pay the debt in the presence of witnesses.

### *Releases.*

A release, unlike a receipt, is the giving up or abandoning a claim or right to the person against whom the claim exists or the right is to be exercised or enforced, while a receipt is simply evidence which may show that a claim is extinguished, but does not, however, itself extinguish it.

A release can not be varied by testimony or outside evidence.

In general, a release should express a consideration; and it is usual to state a nominal consideration if there is no other; and the instrument should also be under seal.

A release by one of several persons who must sue together, given to one of several persons who must have been joined as defendants if an action had been brought, is valid, and has the effect of discharging all the debtors, if it be under seal; but it is competent for the parties to prevent this effect by expressing in the release that it is not to discharge the other joint debtors.

### *Receipt for Money.*

Received from A. B. the sum of        dollars.

C. D.

[Date.]

### *1.—Receipt for Chattels.*

Received from Y. Z. one cart, one wagon, one plow, one harrow, one black horse five years old, known as Jack, and a yoke of oxen, heretofore kept by said Y. Z. on his farm in

A. B.

[Date.]

I hereby acknowledge that I have received from Y. Z. the several notes [or deeds, or contracts], and other papers, which are enumerated and described in the schedule annexed.

[Date.]

[Annex list, identifying papers by dates, parties' names, etc.]

Received from A. B. the sum of        dollars, in full of all demands  
against him.

C. D.

[Date.]

Received from A. B. two several deeds or conveyances, one of them purporting to be a lease of, etc., [describing it], and made between, etc.; the other of them to be a warranty deed, of, etc., and made between, etc. For which several deeds of writing, I hereby engage to be accountable, and to redeliver the same to the said A. B. on demand.

Witness my hand the day and year aforesaid.

C. D.

\$ Received from A. B., by the hand of E. F., the sum of  
dollars. C. D.

C. D.

[Date.]

\$ Received from A. B. the sum of      dollars.

	C. D.
per	E. F.

C. D.  
per E. F.

§ Received from A. B. the sum of        dollars, being [a part of] the amount due upon the written bond [or contract, or policy of insurance, etc.].

C. D.

[Date.]

\$ Received from A. B. the sum of        dollars, on account.

C. D.

[Date.]



*9.—Receipt for a Quarter's Rent.*

§ Received of A. B. the sum of        dollars, being one quarter's rent, due this day, for my dwelling-house and estate, No.        street, now occupied by said A. B.        C. D.

[Date.]

*10.—Receipt for Interest on a Bond.*

§ Received of A. B. the sum of        dollars, being the annual interest due on his bond, dated the        day of        18        given to me, and conditioned for the payment of the sum of two thousand dollars, in three years from date, with annual interest [which payment here acknowledged, I promise to indorse on said bond].        C. D.

[Date.]

*11.—Receipt for Part of the Principal of a Bond.*

§ Received of A. B. the sum of        dollars, to apply on his bond, dated the        day of        18        given to me, being the same payment which I have this day indorsed on said bond.        C. D.

[Date.]

*12.—Receipt for Payment for Professional Services.*

§ Received from A. B. the sum of        dollars, for professional services rendered by me in [state the nature of the services].        C. D.

[Date.]

*13.—Receipt for Money to be Paid Over.*

§ Received from A. B. the sum of        dollars, to be paid to the Bank of        on their surrendering a note which they hold, made by said A. B., dated the        day of        18        for        dollars payable        days after date.        C. D.

*14.—Receipt for Money to be Disbursed.*

§ Received from A. B. the sum of        dollars, to be expended in necessary travelling expenses and disbursements in going to        for him to obtain letters patent [or otherwise state the nature of the disbursements intended].        C. D.

[Date.]

*15.—Receipt for Money to be Repaid.*

§ Received from A. B., of        the sum of        dollars, which I promise to repay to him on demand [or, in        days, or, months; or, on the        day of        18        ].        C. D.

[Date.]

*16.—Receipt in Full of a Particular Demand.*

\$ Received from A. B. the sum of        dollars, in full of all demands for [state nature of claim] up to date [or, to the        day of 18        ].  
[Date.] C. D.

*17.—Receipt for Stock put out to Winter.*

Received from A. B.        head of horned cattle, viz. :        cows and young oxen, together with        horses and        swine, which I promise to keep through the winter and feed with good hay, etc., and return in good condition on the first day of        next, casualties excepted, he paying me        dollars each, for the cattle and horses, and        dollars each for the swine.

Witness my hand.

C. D.

*18.—General Release of all Demands.*

Know all men by these presents, that I, A. B., of the city of        for and in consideration of the sum of one dollar to me in hand paid by C. D., of        do hereby release and forever discharge the said C. D., his heirs, executors, and administrators, of and from all actions, causes of action, suits, controversies, claims, and demands whatsoever, for or by reason of any matter, cause, or thing, from the beginning of the world down to the        day of 18        .

In witness whereof, I have hereunto set my hand and seal this day of        one thousand eight hundred and        .

In presence of

[Signature and seal.]

[Witness' signature.]

*19.—Mutual General Release.*

This indenture, made this        day of 18        between A. B., of        of the one part, and C. D., of        of the other part, witnesses, that the said A. B. and C. D. have this day cancelled and delivered up to the other certain covenants, bonds, notes, and written contracts, upon which he claimed to have demands on the other ; the said claims and instruments so cancelled and delivered up being supposed and intended to be all the claims and evidence of claims by either of the parties hereto on the other. And in consideration thereof, each of them, the said A. B. and C. D., does hereby, for himself and his legal representatives, release, and absolutely and forever discharge the other of and from all claims and demands, actions, causes of action, of every name and nature, so that neither of them shall have any claim on the other, directly or indirectly, on any contract, or supposed liability, or thing undertaken, done, or omitted to be done, from the beginning of the world to this day.

In testimony whereof, the said parties have hereto interchangeably set their hands and seals the day and year first above written.

In presence of

[Signatures and seals.]

[Signature of witness.]

*20.—Release Made in Pursuance of an Award.*

Know all men by these presents, that I, A. B., of the city of        for and in consideration of the sum of one dollar to me in hand paid by C. D., of        and in pursuance of an award made by E. F., G. H., and L. M., arbitrators between us, the said A. B. and C. D., and bearing date the day of        one thousand eight hundred and        do hereby release and forever discharge the said C. D., his heirs, executors, and administrators, of and from all actions, causes of action, suits, controversies, claims, and demands whatsoever, for or by reason of any matter, cause, or thing, from the beginning of the world down to [here insert the date of the bonds of arbitration, or of the submission].

In witness whereof, I have hereunto set my hand and seal this day of        one thousand eight hundred and        .

[Signature and seal.]

[Witness' signature.]

*21.—Release to His Guardian.*

Know all men by these presents, that I, A. B., of        son and heir of deceased, in consideration of        by these presents remise, release, and forever discharge C. D. of        my guardian, of and from all, and all manner of actions, suits, accounts, debts, dues, and demands whatsoever, which I ever had, now have, or which I or my executors or administrators at any time hereafter, can or may have, claim, or demand against the said C. D., his executors or administrators, for, touching, or concerning the management and disposition of any of the lands, tenements, or hereditaments of the said A. B., situate, etc., or any part thereof, or for or by reason of any money, rents, or other profits by him received out of the same, or any payments made thereof, during the minority of the said A. B., or by reason of any matter, cause, or thing whatsoever, from the beginning of the world to the day of the date hereof.

In witness whereof, I have hereunto set my hand and seal this day of        one thousand eight hundred and        .

A. B. [Seal.]

*22.—Release by One Partner.*

In consideration of the sum of one dollar to me in hand paid by C. D., of        I do, on behalf of the firm of A. B. & Co., of        hereby release, quit-claim, and forever discharge the said C. D. of and from all his debts, dues, claims, and demands, which the said firm of A. B. & Co. have against the said C. D. [Signature and seal.]

[Date.]

*23.—Release of a Trust.*

Whereas, by indenture bearing date        made between A. B., of        and C. D., of        in which said indenture the said A. B. doth hereby declare that his name was only used in trust, for the benefit and behoof of C. D., of        : Now know ye, that I, the said A. B., in discharge of the trust reposed in me, at the request of the said C. D., have remised, re-

leased, and surrendered, assigned, and set over, and by these presents, for me, my executors and administrators, do freely and absolutely remise, etc., unto the said C. D., his executors, etc., all the estate, right, title, interest, use, benefit, privilege, and demand whatsoever, which I, the said A. B., have, or may have, or claim, of or to the said premises, or of and in any sum of money, or other matter or thing whatsoever, in the said indenture contained, mentioned, and expressed; so that neither I, the said A. B., my executors or administrators, or any of us, at any time hereafter, shall or will ask, claim, challenge, or demand, any interest, etc., or other thing, in any manner whatsoever, by reason or means of the said indenture, or any covenant therein contained, but thereof and therefrom, and from all actions, suits, and demands, which I, my executors, administrators, or assigns, may have concerning the same, shall be utterly excluded and forever debarred by these presents.

In witness whereof, I have hereunto set my hand and seal this day of      one thousand eight hundred and      .      A. B.

#### *24.—Release of Dower to the Heir.*

Know all men that I, A. B., etc., relict of      late of      for and in consideration of the sum of      dollars, to me paid by my son, C. B., of      the receipt whereof I do hereby acknowledge, and for the love and affection which I have to my said son, have granted, remised, released, and forever quit-claimed, and by these presents do grant, remise, release, and forever quit-claim unto the said C. B., his heirs and assigns forever, all the dower and thirds, right and title of dower and thirds, and all other right, title, interest, property, claim, and demand whatsoever, in law and in equity, of me, the said A. B., of, in, and to [here insert a description of the property released]; so that neither I, the said A. B., my heirs, executors, or administrators, nor any other person or persons, for me, them, or any of them, shall have, claim, challenge, or demand, or pretend to have, etc., any dower or thirds, or any other right, title, claim, or demand, of, in, or to the said premises, but thereof and therefrom shall be utterly debarred and excluded forever by these presents.

In witness, [etc. as in Form 23].

#### *25.—Special Release.*

Know all men by these presents, that I, A. B., of the      city of      for and in consideration of the sum of one dollar to me in hand paid by C. D., of      do hereby release and forever discharge the said C. D., his heirs, executors, and administrators, of and from all actions, causes of action, suits, controversies, claims, and demands whatsoever by reason [here state the nature of the matter released].

Witness my hand.

A. B.

#### *26.—Mutual General Release by Indenture.*

This indenture, made this      day of      between A. B. of      county of      and State of      of the one part, and C. D., of the same place, of



the other, witnesseth : That on the day hereof, the said A. B. and C. D. have each paid to the other the sum of five dollars ; and each of them has cancelled and delivered up to the other certain covenants, bonds, notes of hand, and written contracts, upon which each of the parties claimed, and pretended to have divers claims and demands on the other ; the said claims and contracts, so cancelled and delivered up, being supposed and intended to be all the claims and evidence of claim by each of the parties hereto on the other. And in consideration thereof, each of them, the said A. B. and C. D., does hereby, for himself and his legal representatives, release, and absolutely and forever discharge the other, of and from all claims and demands, actions, and causes of action, of every name and nature, so that neither of them shall have any claim on the other, directly or indirectly, on any contract, or supposed liability, or thing undertaken, done, or omitted to be done, from the beginning of the world to this day.

In witness whereof we have hereunto set our hands and seals this day of        one thousand eight hundred and        .

A. B. [Seal.]  
C. D. [Seal.]

Signed, sealed, and delivered in the presence of  
[Signatures of witnesses.]

## 27.—*Release made in Pursuance of an Award.*

Know all men by these presents, that I, A. B., of        in the county of        and State of        have remised, released, and forever quit-claimed, and by these presents do remise, release, and forever quit-claim unto C. D. of        in the said county, his heirs, executors, and administrators, all actions, cause and causes of action, judgments, suits, controversies, trespasses, debts, duties, damages, accounts, reckonings, and demands whatsoever, for or by reason of any matter, cause, or thing whatsoever, from the beginning of the world to the        day of        last, save and except my right to redeem a certain farm now in mortgage to the said C. D., at the time, under the terms, and in the manner prescribed in and by a certain award, made the        day of        18        by E. F., of the said        on a reference to him of all disputes between me and the said C. D.

In witness, etc. [as in Form 26].

A. B.

## 28.—*Special Release.*

Know all men by these presents, that I, A. B., of        for and in consideration of the sum of one hundred dollars to me in hand paid, by C. D., of said city, have remised, released, and forever discharged, and by these presents do, for myself, my heirs, executors, administrators, and assigns, remise, release, and forever discharge the said C. D., his heirs, executors, and administrators, of and from all manner of action and actions, cause and causes of action, suits, debts, dues, sums of money, claims and demands whatsoever, in law or in equity, which I ever had,

or now have, or which I or my heirs, executors, administrators, or assigns, hereafter can, shall, or may have, by reason of any matter, cause, or thing whatever, from the beginning of the world to this day, arising out of any dealings or transactions between myself and the said C. D., at my store in the city of .

In witness, etc. [as in Form 26].

A. B.

### *29.—Release from Lien of Judgment.*

[Title of the cause.]

Judgment for        dollars, damages and costs. Judgment roll filed and judgment docketed on the        day of        18        in the office of the clerk of

In consideration of        dollars to me in hand paid, I do hereby release and discharge the lands and premises hereinafter described from all claim, interest, and lien, which I may have, by virtue of the above mentioned judgment and any proceedings thereupon [here insert a description of the lands and premises].

Witness my hand and seal this        day of        18        .

[Signature and seal.]

[This form should be acknowledged or proved as in case of a deed. See Acknowledgments.]

## *RECOVERY OF DEBTS.*

Several of the States have abolished arrest and imprisonment for debt. In all the States, however, if it can be shown that fraud was committed in the contraction of the debt, or that the debtor is about to abscond, arrest and imprisonment are still allowed.

Writ of attachment and the garnishee or trustee process are allowed quite universally throughout the States.

By the trustee or garnishee process, a person who has money or property in his possession belonging to a defendant, which money or property has been attached in his hands, and who has notice of such attachment, is bound to keep the property in his possession to answer the plaintiff's claim until the attachment is dissolved or he is otherwise discharged.

The following are the laws in brief of the States and Territories in relation to Attachment, Trustee, or Garnishee process, and arrest and imprisonment for debt :

*Alabama.*

There is no arrest for debt.

Attachments may issue for the collection of a debt, whether due or not ; for any money demand, the amount of which can be certainly ascertained, to recover damages for the breach of a contract where the damages are not certain or liquidated : upon affidavit made by the creditor or his agent that the debtor absconds, secretes himself, or resides out of the State, so that process can not be served upon him, or is about to remove his property out of the State, whereby the plaintiff may lose his debt or be compelled to sue for it in another State ; or that the debtor has fraudulently disposed of, or is about fraudulently disposing of his property ; or that he has money, property, or effects liable to satisfy his debts, which he fraudulently withholds ; and stating the amount due, and that the attachment is not sued out for the purpose of vexing or harassing the debtor.

A non-resident of the State may sue out an attachment against the property of a non-resident for an existing debt, or ascertained liability.

An attachment may be executed by summoning any person indebted to the debtor to answer how much he is or will be indebted to such debtor by any contract then existing, or what property he has in his possession or under his control belonging to such debtor. Judgment creditors may obtain garnishment process against any one indebted to or having in his possession, or under his control, property, real or personal, upon making affidavit that such process is necessary, and executing bond as in attachment cases.

Attachments may be executed by garnishing any person indebted to or having in his possession, or under his control, property belonging to defendant.

*Arizona.*

Arrest in civil cases may be made in actions upon contract, when the defendant is about to depart from the Territory with intent to defraud his creditors, or when he has been guilty of fraud in contracting the debt, etc., or when he has removed or disposed of his property, or is about to do so, with like intent. In an action for wilful injury to persons, to character, or property, or for a fine or penalty, or for property embezzled or fraudulently misapplied or converted to his own use by a public officer, an officer of a corporation, or attorney, factor, broker, agent, or clerk, or any other person acting in a fiduciary capacity.

Attachments may issue in an action upon a contract for the direct payment of money, " which contract was made or is payable in this Territory " and is not secured by mortgage, lien, or pledge, etc., or, if secured, the security has been rendered nugatory by defendant, and in all cases brought upon contract against a non-resident. The writ will be levied by the sheriff, and when levied it will become a lien upon all property of the defendant in the Territory not exempt from execution. This writ operates as a garnishment when served by the sheriff upon a debtor of defendant by delivering to and leaving with such debtor a copy of the

writ and a notice that the debts owing by him to defendant are attached. The lien of the attachment operates to secure any judgment which may subsequently be recovered in the action.

### *Arkansas.*

The assignee is appointed by the debtor.

The plaintiff in a civil action may, at or after commencement thereof, have an attachment against the property of the defendant, in actions for the recovery of money, where the action is against a defendant or several defendants, who, or some one of whom, is a foreign corporation or a non-resident of the State, notwithstanding plaintiff's non-residency; or, who has been absent from the State four months; or, has departed from the State with intent to defraud his creditors; or, has left the county of his residence to avoid the service of a summons; or, so conceals himself that a summons can not be served upon him; or, is about to remove, or has removed his property, or a material part thereof, out of the State, not leaving enough therein to satisfy the plaintiff's claim, or the claim of defendant's creditors; or, has sold, conveyed, or otherwise disposed of his property, or suffered or permitted it to be sold, with the fraudulent intent to cheat, hinder, or delay his creditors; or, is about to sell, convey, or otherwise dispose of his property, with such intent. But an attachment shall not be granted, where the defendant is a foreign corporation or a non-resident, for any claim other than a debt arising upon contract.

Where there is more than one defendant, the estate or interest of such defendant, as embraced in the above subdivisions, is subject to the attachment.

\* Under a writ of attachment debts due the defendant may be garnished.

The creditor may have an attachment before his debt is due, when the debtor has disposed of his property with fraudulent intent, or has removed it out of the State, or is about to do either.

After judgment, garnishment may issue against any one owing the defendant.

### *California.*

The defendant in an action may be arrested in the following cases: 1. In an action for the recovery of money or damages on a cause of action arising on contract express or implied, when about to leave the State with intent to defraud his creditors. 2. For money or property embezzled or fraudulently misapplied or converted. 3. In an action for property where some part of it has been concealed or disposed of to prevent its being taken by sheriff. 4. Where debt was contracted by fraud. 5. Where defendant disposes of property with intent to defraud.

Attachment may issue when the defendant in the action resides out of the State, or in an action upon a contract, express or implied, for the direct payment of money in the State, when not secured by mortgage, lien, or pledge of personal property; or, if so secured, when such security



has, without any act of the plaintiff, or the person to whom the security was given, become worthless.

Whenever a cause of action exists on a claim not yet due, an attachment can issue to secure the same.

Any debtor of a debtor, or person having in possession personal property of such debtor, may be served with a copy of the execution or attachment, and thereupon becomes liable to pay to the attaching or execution creditor the amount of his indebtedness, or to deliver personal property held by him, etc. Garnishees may also be brought before the court or a referee to answer, under oath, concerning debts due, or property belonging to, the judgment or attachment debtor, and may be forbidden to transfer or otherwise dispose of such debt or property until a suit can be prosecuted therefor on behalf of the creditor, and disobedience of such order may be punished as a contempt.

### *Colorado.*

Imprisonment for debt is abolished. No civil action can be begun by arrest; but in actions founded upon a tort, if the finding shall be for the plaintiff, and the verdict also state that in committing the tort the defendant was guilty of malice, fraud, or wilful deceit, execution may issue against the defendant's body, and the defendant imprisoned for a term not exceeding one year, or until the amount of the judgment be paid.

Attachments of property are allowed where defendant is a non-resident of the State; where defendant is a foreign corporation, or is a corporation whose chief office or place of business is out of this State; where defendant conceals himself, or stands in defiance of an officer, so that process of law can not be served upon him; where defendant has for more than four months been absent from the State, or that for such length of time his whereabouts have been unknown; where he is about to remove his property or effects, or a material part thereof, out of this State, with intent to defraud or delay his creditors, or some one or more of them; where he has fraudulently conveyed, transferred, or assigned his property or effects so as to hinder or delay his creditors, or some one or more of them; where he has fraudulently concealed, removed, or disposed of his property or effects so as to hinder or delay his creditors, or some one or more of them; where he is about fraudulently to conceal, remove, or dispose of his property or effects so as to hinder or delay his creditors, or some one or more of them; where such debtor has departed, or is about to depart from this State, with the intention of having his effects removed from this State; where he has failed or refused to pay the price or value of any article or thing delivered to him, which he should have paid for upon the delivery thereof; where defendant has failed or refused to pay the price or value of any work done, or for any service rendered by the plaintiff, at his request, and which should have been paid at the completion of such work, or when such services were fully rendered; where he fraudulently contracted the debt or fraudulently incurred the liability respecting which the suit is brought, or by false representations, or false pretences, or by any fraudulent conduct, procured money or property of the plaintiff. Attachments are also al

lowed in all actions brought upon overdue promissory notes, bills of exchange, other written instruments for the direct payment of money, and upon book accounts.

Writs of attachment may issue upon debts not due, if the affidavit states any of the cases mentioned except the first, second, and third. Property of defendant not exempt may be attached, and debtors garnished in same proceeding.

After issuing and return of an execution, upon proof by affidavit or otherwise, to the satisfaction of the judge, that any person has property of a judgment debtor, or is indebted to him in an amount exceeding twenty-five dollars, the judge may, by an order, require such person to appear before him and answer concerning the same.

Persons may also be summoned as garnishees in suits brought by attachment, before judgment is rendered.

### *Connecticut.*

Persons may be arrested for fraud or torts committed by them, and can give bail to the officer making the arrest.

Attachment of debtor's property can not be had before debt is due. An attachment is served by attaching the goods or lands of the defendant, or, if no goods can be found, by attaching the person of the defendant in the following cases: If he is guilty of fraud in contracting the debt, or removes, conceals, assigns, or conveys away his property to prevent its being taken by legal process; if he refuses to pay any debt admitted by him, or upon which a legal judgment has been obtained, when he has sufficient property to satisfy the same, concealed or withheld to avoid process, or refuses to disclose what property he may have subject to foreign attachment. Goods concealed in the hands of agents, so that they can not be attached, or debts due from any person, are attachable by process of foreign attachment. Attachments hold until the execution is levied, provided the execution be levied within sixty days after final judgment, when personal estate is attached, and within four months, when real estate is attached. No assignment of future earnings can prevent their attachment, when earned, unless made to secure a *bona fide* debt, the amount of which is therein stated and the term definitely limited.

### *Dakota.*

The defendant in a civil action may be arrested in the following cases: In an action for damages on a cause of action not arising out of contract, where the defendant is not a resident of the Territory, or is about to remove therefrom, or where the action is for an injury to person or character, or for injury to, or wrongfully taking, detaining, or converting property; in an action for a fine or penalty, or on a promise to marry, or for money received, or property embezzled or fraudulently misapplied, by a public officer, or attorney, or other person in a fiduciary capacity, or for any misconduct or neglect in office, or in a professional employment; in an action for the recovery of the possession of personal prop-

erty, where the same is disposed of, or concealed, to prevent the same being found or taken by the sheriff; also, where the defendant has been guilty of a fraud in contracting the debt or incurring the obligation for which the action is brought, or has removed or disposed of his property, or is about to do so, with intent to defraud his creditors. But no female can be arrested, except for a wilful injury to person, character, or property. Imprisonment for debt is abolished.

Attachment may issue in an action arising upon contract for the recovery of money only; or in an action for the wrongful conversion of personal property, against a foreign corporation; or against a defendant who is not a resident of this Territory; or against a defendant who has absconded or concealed himself; or whenever the defendant is about to remove any of his or its property from the Territory; or has assigned, disposed of, or secreted, or is about to assign, dispose of, or secrete any of his or its property, with intent to defraud his creditors. The plaintiff, at the time of the issuing of the summons, or at any time afterwards, may have the property of the defendant attached as a security for the satisfaction of such judgment as he may recover.

Attachments may be issued before a claim is due, when the debtor is about to dispose of his property or remove it, with fraudulent intent to defraud his creditors.

### *Delaware.*

A citizen can be arrested for a debt over fifty dollars, not yet due, upon affidavit of the creditor that such debtor is about to leave the State, or to remove his property, and has refused to give security for the debt.

A domestic attachment may be issued against an inhabitant upon affidavit made by plaintiff or other credible person and filed with the prothonotary, "that the defendant is justly indebted to the plaintiff in a sum exceeding fifty dollars, and has absconded from the place of his usual abode or gone out of the State with intent to defraud his creditors or to elude process as is believed." The proceeds of sales of property attached are distributed among all creditors.

General assignment for the benefit of creditors or proceedings under the insolvent law, will not affect levy, under either execution or attachment, prior to assignment.

The defendant to discharge attachment must give real estate security in double the amount of the debt or demand. Attachment can not issue on immatured claim.

A foreign attachment may be issued, even at the suit of a non-resident plaintiff, against any person not an inhabitant, upon affidavit as above, "that the defendant resides out of the State and is justly indebted to the plaintiff in a sum exceeding fifty dollars." It may also be issued against foreign corporations. The plaintiff has the benefit of his own discovery.

### *District of Columbia.*

No person can be arrested in any civil suit, or imprisoned for any debt except corporation fines, and then for not more than ninety days for each offence.



Writ of attachment and garnishment may be issued in the following cases : where either defendant is a non-resident of the District ; or evades service of ordinary process by concealing himself or withdrawing from the District temporarily ; or has removed, or is about to remove, some of his property from the District to defeat just demands. Attachment can not issue except upon suit brought.

The thing attached shall not be discharged from custody of officer seizing it until defendant shall deliver, either to the officer or to the clerk, to be filed in the cause, his undertaking, with sufficient surety, to satisfy and pay final judgment of court against him. If defendant fail to execute such undertaking, the court may sell the thing attached whenever satisfied that it is in the interest of the parties it should be sold before final judgment.

### *Florida.*

There is no arrest upon civil process, or imprisonment for debt, except in case of fraud.

Attachments may issue where it appears by affidavit of the party making the application for the attachment that the amount of the debt or sum demanded is actually due ; and there is reason to believe the party from whom it is due will fraudulently part with property before judgment can be recovered, or is actually removing property out of the State of Florida, or about to remove it out of the State, or reside beyond the limits thereof, or is actually removing or is about to remove out of the State, or absconds or conceals himself or herself, or is secret-ing his or her property, or fraudulently disposing of the same.

An attachment may also issue in all cases when persons are actually removing or about to remove beyond the judicial district in which he, she, or they reside.

When any executor or administrator resides, or has removed, beyond the limits of the State, and there are assets of the testator or intestate in this State, it may be lawful for any person having a debt or demand against the estate of the deceased to take out an attachment against such assets, upon making oath in writing that the debt or sum demanded is actually due, and that the executor or administrator resides or has removed beyond the limits of the State.

Writs of attachment may also be obtained whether the debt or demand be due or not ; provided that the same will become due within nine months from the time of applying for said writs of attachment ; and provided also, that at the time of such application the person against whom the debt or demand is charged shall be actually removing his or her property beyond the limits of the State ; or be fraudulently disposing of or secret-ing the same, for the purpose of avoiding the payment of his or her jus' debts and demands.

Writs of attachment may issue from courts of justice of the peace where the sum demanded exceeds five dollars.

Garnishment process may issue on judgment rendered, whether execution issued on said judgment be returned or not.

It is also competent for the plaintiff, at any time after the commence



ment of suit and before final judgment, to sue out a writ of garnishment ; provided the plaintiff in action, before the issuing of such writ of garnishment, shall be required to make affidavit and file the same in the office of the clerk or with the justice where the suit is pending, that he does not believe that the defendant will have in his possession visible property in this State and said county upon which a levy could be made sufficient to satisfy such judgment or execution which he believes he shall be able to obtain in the said suit. In case the garnishment is issued before final judgment, no money shall be paid to the plaintiff in the original suit until after judgment therein in his favor.

All property in the hands of the garnishee is bound by the process.

### *Georgia.*

Imprisonment for debt is not allowed ; but where a plaintiff in actions for the recovery of personal property shall make affidavit that he has reason to apprehend that said personal property has been or will be eligned or moved away, or will not be forthcoming to answer the judgment, etc., the defendant must be arrested by the sheriff, or other proper officer, and committed to jail, unless he give bond with good security in double the amount claimed in the plaintiff's affidavit, or, upon application to the judge, he states on oath that he is neither able to give the security required by law nor to produce the property, and can furnish satisfactory reasons for its non-production ; and he shall also traverse the plaintiff's statements in his affidavit, and the judge, upon the hearing, shall discharge him upon his own recognizance to answer the suit.

Attachments may issue in the following cases, whether debt is due or not : 1st. When the debtor resides out of the State. 2d. When he is actually removing, or about to remove, without the limits of the county. 3d. When he absconds. 4th. When he conceals himself. 5th. When he resists a legal arrest. 6th. When he is causing his property to be removed beyond the limits of the State. 7th. When he is disposing or threatens to dispose of or conceals his property liable to the payment of his debts, or shall make a fraudulent lien thereon to avoid the payment of his debts.

Attachment lies at any time to recover the purchase-money, when due, of property sold, the property itself being liable to seizure, under attachment, and a lien of judgment attaches from date of the levy.

The attachment, being issued, may be levied on any property of the defendant ; garnishment may also be served on persons indebted to the defendant.

Persons served with garnishment are required to hold money, property, and effects in their hands belonging to the defendant, subject to the order of the court before which they are summoned to answer. Judgment having been obtained against the defendant, may be entered also against the garnishee if he have effects in his hands.

All journeymen, mechanics, and day laborers are exempt from garnishment on their daily, weekly, or monthly wages.

*Idaho.*

The defendant in a civil action may be arrested : in an action for the recovery of money or damages on a cause of action arising upon contract, where the defendant is about to depart from the Territory with intent to defraud his creditors ; or when the action is for wilful injury to person, to character, or to property, knowing the property to belong to another. In an action for a fine or penalty ; or on a promise to marry ; or for money or property embezzled or fraudulently misapplied or converted to his own use by a public officer, or an officer of a corporation, or an attorney, factor, broker, agent, or clerk in the course of his employment as such, or by any other person in a fiduciary capacity ; or for misconduct or neglect in office or in a professional employment ; or for a wilful violation of duty. In an action to recover the possession of personal property unjustly detained, when the property or any part thereof has been concealed, removed, or disposed of, to prevent its being found, or taken by the sheriff ; when the defendant has been guilty of a fraud in contracting the debt, or incurring the obligation for which the action is brought, or in concealing or disposing of the property for the taking, detention, or conversion of which the action is brought ; when the defendant has removed or disposed of his property, or is about to do so, with intent to defraud his creditors.

The sheriff must serve upon any person having property of the defendant in his possession a copy of the writ of attachment or execution, together with a notice that such property, credits, or effects are attached. The garnishee must make answer concerning the same under oath, as to whether he has property of the defendant in his possession, and the amount. If the plaintiff is dissatisfied with the answer, he may cause the garnishee to appear and be examined, and witnesses may be introduced, before the court or judge.

The plaintiff may have the property of the defendant attached as security for the satisfaction of any judgment that may be recovered, in the following cases : In an action upon a contract, express or implied, for the direct payment of money, where the contract is not secured by any mortgage or lien upon real or personal property, or any pledge of personal property, or, if originally so secured, such security has without any act of the plaintiff, or the person to whom the security was given, become valueless ; in an action upon a contract against a defendant not residing in this Territory.

A warrant of attachment will not issue unless the claim is due.

When the property of the defendant is in the form of a debt, credit, or other personal property not capable of manual delivery, or the personal property in the possession of another, such property may be garnished.

*Illinois.*

No person shall be imprisoned for debt, unless upon refusal to deliver up his estate for the benefit of his creditors, or in cases where there is strong presumption of fraud. On the return of an execution unsatisfied

In whole or in part, the defendant may be arrested, upon affidavit by the judgment creditor that demand has been made upon the debtor for the surrender of his property, that he verily believes he has property not exempt which he refuses to surrender, or that since the debt was contracted or the cause of action accrued he has fraudulently conveyed, concealed, or disposed of some part of his estate with a design to secure the same to his own use or to defraud his creditors, the facts being stated in detail in the affidavit.

Attachments may issue, when the debt exceeds twenty dollars, in the following cases: 1. Where the debtor is a non-resident. 2. When he conceals himself, or stands in defiance of an officer, so that process can not be served upon him. 3. Where he has departed, or (4) is about to depart from the State, with the intention of having his effects removed therefrom. 5. Where he is about to remove his property from the State to the injury of creditors. 6. Where he has, within two years preceding the filing of the affidavit, fraudulently conveyed, or assigned, or (7) concealed, or disposed of his effects, or a part thereof, so as to hinder or delay his creditors. 8. Where he is about fraudulently to conceal, assign, or otherwise dispose of his property or effects so as to hinder or delay his creditors. 9. Where the debt was fraudulently contracted.

Whenever an execution is returned unsatisfied, and it shall appear upon affidavit that any person has property of the defendant in his possession the other person is indebted to, or has effects of the defendant, such person may be summoned as garnishee. The wages and services of a defendant being the head of a family, and residing with the same, to an amount not exceeding fifty dollars, are exempt from garnishment. In case the wages or services of such defendant, in the hand of the garnishee, exceed fifty dollars, judgment shall be given only for the excess above such amount. No person is liable as garnishee whose indebtedness is evidenced by negotiable paper not due, in the hands of defendant.

### *Indiana.*

A defendant in a civil action may be arrested on affidavit showing the plaintiff's right to recover, and that the defendant is about to leave the State, taking with him property subject to execution, or money, with intent to defraud the plaintiff.

Process of attachment may be had at the commencement, or in aid of a suit, by any plaintiff, either resident or non-resident, against the property of a defendant, where the action is for the recovery of money, when the defendant is a foreign corporation or a non-resident, secretes himself, or is about leaving the State, or is removing his property therefrom, or has sold or is about selling or disposing of his property, with intent to defraud his creditors. Writs of attachment issue only upon the proper affidavit filed and written undertaking given to pay the defendant all damages he may sustain, if the proceedings of the plaintiff shall be wrongful or oppressive. After the property of a defendant is attached, any other creditors may file their claims under the original attachment by entering their complaint, affidavit, and bond, at any time before final adjustment of the suit. If judgment be rendered in attachment and the



property sold, the money realized from sale and garnishees, after paying costs and expenses, is, under direction of the court, paid to the several creditors *pro rata* on the amount of their claims as adjusted.

The wages of laborers are an exception to the general rule of attachment above given.

Attachments can not issue upon claims not due.

If at the time an order of attachment issues, or at any time before or afterward, the plaintiff, or other person in his behalf, shall file with the clerk an affidavit that he has good reason to believe that any person named has property of the defendant in his possession or under his control, which the sheriff can not attach by virtue of such an order; or that he is indebted to the defendant or has control or agency of any money, property, credits, or effects; or that defendant has any shares or interest in the stock of any association or corporation; the clerk shall issue a summons to such person, corporation, or association, to appear and answer as garnishee in the action. From the service of summons the garnishee is accountable to plaintiff for the money, property, etc., in his hands, or due to defendant. The garnishee is required to furnish the sheriff, within five days after service, a certificate of the property, etc., of defendant in his hands or due to him, to be returned with the summons. If he fails or refuses, the court may require him to appear and be examined under oath, or proceed against him on default to judgment. He may, before judgment against the defendant, by delivery of all the defendant's property in his possession to the sheriff, or payment of all money due him to the sheriff, or into court, discharge himself from the suit without costs, and from all liability to the defendant for the money or property so paid or delivered.

The wages of all persons in the employment of any person or corporation are exempt from garnishment and proceedings supplemental to execution, in the hands of the employer, so long as the employé remains in such employment, not exceeding one month's wages at any one time.

### *Iowa.*

No person shall be imprisoned for debt in any civil action on mesne or final process, unless in case of fraud.

All property not exempt from execution may be attached by filing a sworn petition verified by the party: 1st, that the defendant is a foreign corporation or acting as such; or, 2d, that he is a non-resident of the State; or, 3d, that he is about to remove his property out of the State without leaving sufficient remaining for the payment of his debts; or, 4th, that he has disposed of his property (in whole or in part) with intent to defraud his creditors; or, 5th, that the defendant is about to dispose of his property with intent to defraud his creditors; or, 6th, that he has absconded so that the ordinary process can not be served upon him; or, 7th, that he is about to remove permanently out of the county, and has property therein not exempt from execution, and that he refuses to pay or secure the plaintiff; or, 8th, that he is about to remove permanently out of the State, and refuses to pay or secure the debt due the plaintiff; or, 9th, that he is about to remove his property, or a part thereof, out of the



county with intent to defraud his creditors ; or, 10th, that he is about to convert his property, or a part thereof, into money, for the purpose of placing it beyond the reach of his creditors ; or, 11th, that he has property or rights in action which he conceals ; or, 12th, that the debt is due for property obtained under false pretenses.

The property of a debtor may be attached before the debt becomes due, if the petition, in addition to that fact, states, 1st, that the defendant is about to dispose of his property with intent to defraud his creditors ; or, 2d, that he is about to remove from the State, and refuses to make any arrangements for securing the payment of the debt when it falls due, and which contemplated removal was not known to the plaintiff at the time when the debt was contracted ; or, 3d, that the defendant has disposed of his property in whole or in part with intent to defraud his creditors ; or, 4th, that the debt incurred for property obtained under false pretenses.

Attachment by garnishment is effected by leaving with the person a written notice that he is required not to pay any debt due by him to defendant, or thereafter to become due, and that he must retain possession of all property of said defendant then or thereafter in his custody or under his control, in order that the same may be dealt with according to law ; and plaintiff may direct sheriff to take the answers of garnishee or to require him to appear at next term of court to answer such interrogatories as may be propounded to him. A valid attachment levied before assignment will not be affected thereby.

The garnishee and his legal representatives may be held for money owing to defendant.

### *Kansas.*

There can be no imprisonment for debt except in cases of fraud. An order of arrest is issued by the clerk to the plaintiff, and upon the plaintiff filing an affidavit stating the nature of his claim and showing that the defendant has removed, or begun to remove, his property out of the jurisdiction of the court with intent to defraud his creditors, or that he has begun to convert his property into money in order to place it beyond the reach of his creditors, or that he has property or rights in action which he fraudulently conceals, or that he has assigned, removed, or disposed of, or has begun to dispose of his property with intent to defraud his creditors, or that he fraudulently contracted the debt or incurred the obligation for which the suit is brought.

In an action for the recovery of money, an attachment may be had against the property of the defendant. The affidavit of the plaintiff must be made at or after the commencement of the action, stating the nature of the plaintiff's claim, that it is just, the amount which the affiant believes the plaintiff ought to recover, and the existence of some one or more of the following grounds : First, when defendant, or one of several defendants, is a foreign corporation or a non-resident of the State (but in this case for no other claim than a demand arising upon contract, judgment, or decree, unless the cause of action arose wholly within the limits of this State, which fact must be established on the trial) ; or, second, when the defendant, or one of several defendants, has absconded with

the intention to defraud his creditors ; or, third, when the defendant has left the county of his residence to avoid the service of a summons ; or, fourth, so conceals himself that a summons can not be served upon him ; or, fifth, is about to remove his property or a part thereof out of the jurisdiction of the court, with the intent to defraud his creditors ; or, sixth, is about to convert his property or a part thereof into money for the purpose of placing it beyond the reach of his creditors ; or, seventh, has property or rights in action which he conceals ; or, eighth, has assigned, removed, or disposed of, or is about to dispose of, his property or a part thereof, with the intent to defraud, hinder, or delay his creditors ; or, ninth, fraudulently contracted or incurred the debt, liability, or obligation on which the suit is brought ; or, tenth, where the suit is brought for damages arising from the commission of some felony or misdemeanor, or the seduction of any female ; or, eleventh, when the debtor has failed to pay for any article or thing delivered, for which by contract he was bound to pay upon delivery.

Where a debtor has sold, conveyed, or otherwise disposed of his property, with the fraudulent intent to cheat or defraud his creditors, or to hinder or delay them in the collection of their debts, or is about to make such sale, conveyance, or disposition of his property with such fraudulent intent, or is about to remove his property or a material part thereof, with the intent or to the effect of cheating or defrauding his creditors, or of hindering or delaying them in the collection of their debts, a creditor may bring an action on his claim before it is due and have an attachment against the property of the defendant, but an order of the judge of the court must be had allowing such attachment.

When the plaintiff, his agent or attorney, shall make oath in writing that any person or corporation has property of the defendant in his possession, or is indebted to him, he shall leave with such garnishee a copy of the order of attachment, with a written notice that he appear and answer, to be served personally, or by copy left at his usual place of residence. A garnishee may pay money owing to defendant to sheriff or into court, and if he fails to answer or his disclosure is not satisfactory to plaintiff, or if he fail to pay money into the court, he may be proceeded against in a civil action by the plaintiff.

### *Kentucky.*

A defendant in a civil action can be arrested upon the affidavit of the plaintiff showing: The nature of the plaintiff's claim. That it is just. The amount or value which the affiant believes the plaintiff ought to recover. That the affiant believes either, that the defendant is about to depart from this State, and, with intent to defraud his creditors, has concealed or removed from this State his property, or so much thereof that the process of the court after judgment can not be executed ; or that the defendant has money, or securities for money, or evidences of debt in the possession of himself, or of others for his use, and is about to depart from this State without leaving property therein sufficient to satisfy plaintiff's claim. To effect this, bond and security must be given. Bail may be given by the defendant to render himself amena-

ble to the process of the court. In default of bail, the defendant is committed to jail, where he must remain until he pays the debt, gives bail, or takes the insolvent debtor's oath.

The plaintiff may have an attachment against the property of the defendant, or of a garnishee, in an action for the recovery of money, where the action is against: 1. A defendant, or several defendants, who, or some one of whom, is a foreign corporation, or a non-resident of the State; or, 2. Who has been absent therefrom four months; or, 3. Has departed from the State with intent to defraud his creditors; or, 4. Has left the county of his residence to avoid the service of summons; or, 5. So conceals himself that a summons can not be served upon him; or, 6. Is about to remove or has removed his property, or a material part thereof, out of the State, not leaving enough therein to satisfy plaintiff's claims, or the claims of the said defendant's creditors; or, 7. Has sold, conveyed, or otherwise disposed of his property, or suffered or permitted it to be sold, with the fraudulent intent to cheat, hinder, or delay his creditors; or, 8. Is about to sell, convey, or otherwise dispose of his property with such intent. To obtain an attachment, the plaintiff must file an affidavit, showing: 1. Nature of plaintiff's claim. 2. That it is just. 3. The amount which the affiant believes the plaintiff ought to recover; and, 4. The existence of some one of the grounds above enumerated.

An attachment and garnishment may also be granted against a defendant who has no property in this State subject to execution, where the plaintiff's debt would be endangered by delay.

### *Louisiana.*

The arrest of the debtor is allowed by the laws of Louisiana, but as it only secures the person of the debtor to answer the suit it is of little value. A debtor can be arrested before judgment, upon affidavit that he is about to quit the State without leaving in it sufficient property to satisfy the judgment which the creditor expects to obtain.

No non-resident can be arrested in this State at the suit of a resident or non-resident, except in cases where it shall appear by the oath of the creditor, that the debtor has absconded from his residence. Arrest may be ordered on all demands for debt, whether liquidated or not, when the term of payment has expired; and even for damages to person or property. Writs of arrest are issued upon the affidavit of the creditor, his agent or attorney, that the debt or damages which he claims, and the amount of which he specifies, is really due, and that he verily believes that the defendant is about to remove from the State permanently, without leaving in it sufficient property to satisfy his demand; and that he does not take the oath with the intention of vexing the defendant, but only to secure his demand.

Writs of attachment will issue in the following cases; When the debtor resides out of the State, or has permanently left, or is about permanently to leave it; when he conceals himself in order to avoid the service of citation; when he has mortgaged, assigned, or disposed of, or is about to mortgage, assign, or dispose of, his property, rights, or credits, or some



part thereof, with intent to defraud his creditors, or give an unfair preference to some of them ; when he has converted, or is about to convert, his property into money or evidences of debt, with intent to place it beyond the reach of his creditors ; when the debtor is about to remove his property out of the State before his debt becomes due and demandable. To obtain such attachment, the creditor, or his attorney in fact, must swear to the existence of the debt demanded by him, and that he verily believes that the debtor has left the State permanently, or is on the eve of leaving the State permanently ; or that he resides out of the State, or that he conceals himself so that citation can not be served on him ; or that he has mortgaged, assigned, or disposed of, or is about to mortgage, assign, or dispose of his property, rights, or credits, or some part thereof, with intent to defraud his creditors or give an unfair preference to some of them ; or that he has converted, or is about to convert, his property into money or evidences of debt, with intent to place it beyond the reach of his creditors ; or that he is about to remove his property out of the State before the debt becomes due.

In cases of attachment, if the creditor know or suspect that any person has property in his possession belonging to his debtor, or that he is indebted to his debtor, he may make such person a party to the suit, by having him cited to declare on oath what property belonging to the defendant he has in his possession, or in what sum he is indebted to such defendant, even when the term of payment has not arrived.

Where the plaintiff has already recovered judgment, and has reason to believe that a third person has property or effects in his possession, or under his control, belonging to the defendant, or is indebted to him, he may cause such third person to be cited to answer, under oath, such interrogatories as may be propounded to him touching the said property and effects, or such indebtedness. After proceedings, the garnishee may be condemned to deliver up such property as may be found in his hands belonging to the defendant, or pay such amount as he may be indebted to him to a sufficient sum to satisfy plaintiff's claims.

### *Maine.*

Debtors about to leave the State may be arrested by special writ, upon affidavit of the creditor of his belief that the debtor is about to depart and reside beyond the limits of the State, and to carry with him means of his own more than necessary for his immediate support.

The debtor may be arrested if judgment is on contract for not less than ten dollars, exclusive of costs. Debtors under arrest and imprisonment on execution or mesne process may disclose all their property not exempt from attachment for the creditor's benefit, and be discharged from arrest by justices' courts constituted for that purpose.

Any personal property not exempt, and of any interest in real estate, may be attached. Personal property may be appraised and sold on the writ and proceeds held. It is essential to an attachment of real estate that the plaintiff's claim be specified particularly in the declaration. Where property is attached in a suit against one joint owner, any other may have it appraised and give bond and receive it. Incumbered chat



els may be attached by paying incumbrances. No attachment can be made until debt is payable.

All personal actions, except detinue, replevin, malicious prosecution, slander, libel, and assault and battery, may be commenced by a writ in which one or more trustees are alleged to have goods, effects, or credits of principal defendant in his hands, when damages are not less than five dollars, and is served by copy. This process may be brought in municipal courts and before trial justices. Specific goods are sold by the officer in other cases. No person is to be charged as trustee by reason of negotiable paper; money collected by him as an officer; money in his hands as a public officer; money due only on a contingency; money due on a judgment while he is liable to an execution; wages not over twenty dollars, of himself, earned within a month, unless for necessities; wages of wife or minor child; when service was by leaving copy, and payment made before actual knowledge of service; any amount due for board of a member of the legislature during a session. Executors and administrators and persons receiving fraudulent conveyances of personal property may be held as trustees. Trustees are charged for money not yet payable, but do not pay before the time fixed by the contract.

### *Maryland.*

Arrest for civil obligations is abolished.

Attachments are issued against any kind of property or credits belonging to the defendant in the following cases: Where the defendant is a non-resident of this State; where he absconds; an affidavit that defendant is *bona fide* indebted, and has absconded, or is a non-resident, accompanied by the evidences of indebtedness; that is, account, note, bond, etc., is required before the warrant is granted. On original process based on account, note, bond, or other evidence of debt, with affidavit made before clerk of court from which attachment shall issue, that defendant named in writ is *bona fide* indebted, and that plaintiff knows or has reason to believe that the debtor is about to abscond from this State; or that the defendant has assigned, disposed of, or concealed, or is about to assign, dispose of, or conceal his property, or some portion thereof, with the intent to defraud his creditors; or that the defendant fraudulently contracted the debt, or incurred the obligation respecting which the action is brought; or that the defendant has removed, or is about to remove, his property, or some portion thereof, out of this State with the intent to defraud his creditors. An execution by way of attachment may issue at any time within twelve years from date of judgment. Attachment on petition and proof of debt incurred by a married woman, against her property in cases where it has been earned by her industry or skill, to the value of one thousand dollars or less. In actions for illegal arrest or false imprisonment, for amount of damages claimed. The salary of a public officer, or employé of a municipal corporation, or funds in hands of government due its agents, are not attachable; nor property or funds in custody of law; or under control of a court, in hands of its trustee. Wages, hire, or salary not due at date of attachment, of whatever kind, can not be attached, and the sum of one hundred

dollars, out of which is due, is exempted. Justices of the peace have jurisdiction in attachments where the claim is under one hundred dollars.

### *Massachusetts.*

The defendant may be arrested for debt if the plaintiff, or some one in his behalf, makes affidavit and satisfactorily proves before a master in chancery or certain other magistrates: first, that he has a good cause of action, and reasonable expectation of recovering a sum amounting to twenty dollars, exclusive of all costs which have accrued in any former action; that he believes the defendant has property not exempt from being taken on execution, which he does not intend to apply to the payment of the plaintiff's claim; that he believes that the defendant intends to leave the State, so that execution, if obtained, can not be served upon him.

A judgment debtor may be arrested on an execution amounting to twenty dollars or more, exclusive of all costs, upon affidavit of the judgment creditor, or in his behalf; that he believes, and has good reason to believe, that the debtor has property not exempt from being taken on execution, which he does not intend to apply to the payment of the plaintiff's claim; that since the debt was contracted the debtor has fraudulently disposed of some part of his estate, with design to secure the same to his own use or defraud his creditors; or, that since the debt was contracted the debtor has lost one hundred dollars, or more, in gambling; or, that since the debt was contracted the debtor has wilfully expended and misused his goods or estate, for the purpose of enabling him to take the poor debtor's oath; or, that the debtor, in an action of contract, contracted the debt with the intention not to pay the same; or, that the debtor is an attorney-at-law, and the debt is for money collected by the debtor for the creditor, and that the attorney unreasonably neglects to pay the same.

No woman can be arrested on any civil process except for tort. When the judgment debtor is a woman, she may be examined as to her property in the court of insolvency.

All real and personal estate, liable to be taken on execution, may be attached and held as security to satisfy such judgment as the plaintiff may recover; but no attachment of real estate can be made on a writ returnable before a trial justice, or municipal, district, or police court, unless the debt or damage demanded exceeds twenty dollars.

Where the attachment is of live animals, or of property perishable or which can not be kept without too great expense, the same may be sold and the proceeds held subject to the attachment.

Attachments by trustee process or otherwise may be dissolved at any time before final judgment, by defendant's giving bond with sureties, with condition to pay to the plaintiff the amount, if any, he may recover, within thirty days after final judgment, or within the same time after special judgment, if such is given.

An attachment may also be dissolved by giving a bond to pay, in like manner, the value of the property attached. And in trustee process by adverse claimant giving bond to pay the sum for which the trustee may

be charged, not exceeding the value of the property in his hands, or so much thereof as will satisfy the amount recovered.

A trustee must make answer upon oath. The trustee, with some exceptions, is chargeable if a debt is due, although not payable; provided it is absolutely due without any contingency. When the debt is due for anything save necessities for defendant and his family, twenty dollars is exempt. And on a claim for necessities ten dollars is exempt of the debtor's wages. The wages of the wife or minor children of the defendant can not be taken by trustee process for his debts. Any amount may be held by trustee process; but if plaintiff does not recover ten dollars, he takes no cost.

### *Michigan.*

A warrant may be issued against a defendant when the plaintiff has a demand against him for money collected as a public officer, or for misconduct or neglect of the defendant in any professional employment or public office, or where there was fraud or breach of trust, or where the defendant does not reside in the State, and has not resided therein for one month previous to making the application. In either case the application must be based on affidavit.

Attachment may issue against the property of debtors upon affidavit of the plaintiff, or some one in his behalf, stating that the defendant therein is indebted to the plaintiff, and specifying the amount of such indebtedness as near as may be over and above all legal set-offs (which amount must exceed one hundred dollars), and that the same is due upon contract express or implied, or upon judgment, and containing a further statement that deponent knows or has good reason to believe either: That the defendant has absconded, or is about to abscond from this State, or that he is concealed therein to the injury of his creditors; or that the defendant has assigned, disposed of, or concealed, or is about to assign, dispose of, or conceal any of his property with intent to defraud his creditors; or that the defendant has removed or is about to remove any of his property out of this State with intent to defraud his creditors; or that he fraudulently contracted the debt or incurred the obligation respecting which the suit is brought; or that the defendant is not a resident of this State, and has not resided therein for three months immediately preceding the time of making such affidavit; or that the defendant is a foreign corporation.

Attachment may issue in justice's court in any action founded on a judgment or on a contract, express or implied, if the plaintiff or some one in his behalf shall make and file with the justice an affidavit specifying as near as may be the amount due to him, and that he knows or has good reason to believe either: That the defendant has assigned, disposed of, or concealed, or is about to assign, dispose of, or conceal any of his property with the intent to defraud his creditors; or that he is about to remove any of his property from the county in which such application is made, or from the county where the defendant resides, with the like intent; or that he has removed or is about to remove himself or his property from the county, and refuses or neglects to pay or to secure the payment of the debts; or that he fraudulently contracted the debt or incurred



the obligation respecting which the suit is brought ; or that the defendant has absconded, to the injury of his creditors, or does not reside in this State, and has not resided therein for one month immediately preceding the time of making the application ; that the defendant is a foreign corporation.

Proceedings against garnishees are commenced in justices' and in circuit courts respectively, by filing an affidavit of the plaintiff either at the time of the commencement of the suit or at any time during its progress, or after judgment, stating that he has good reason to believe, and does believe, that any person has property, money, goods, chattels, credits, or effects in his hands or under his control belonging to the defendant, or that such person is indebted to the principal defendant, whether it be due or not ; that the defendant is justly indebted to the plaintiff in a given amount over and above all legal set-offs, and that the plaintiff is justly apprehensive of the loss of the same, unless a writ of garnishment issue to the aforesaid person, a writ will be issued summoning him to appear before the court on some day not less than fourteen days from the date of issue, and disclose in writing under oath, and file with the clerk of the court his liability as charged in the affidavit ; and the issuing of such writ is declared to be the commencement of a suit against such garnishee.

Twenty-five dollars due to any householder having a family, for his personal services, is exempt in proceedings by garnishment.

Proceedings by garnishment may be commenced by any person who already has judgment against the principal defendant.

### *Minnesota.*

Arrest for debt is not allowed in this State.

Attachments are allowed in actions for recovery of money against property of defendant, at time of issuing summons, or any time thereafter, and are allowed in favor of residents and non-residents without distinction, on same grounds. They are not allowed unless a cause of action has accrued. Writ obtained when it appears by affidavit made by the plaintiff, his agent or attorney, that a cause of action exists against the defendant, specifying amount and ground thereof ; that defendant is a foreign corporation or non-resident, or has departed from the State as deponent verily believes, with intent to defraud or delay his creditors, or to avoid service of summons, or keeps himself concealed with like intent ; or that he has assigned, secreted, or disposed, or is about to dispose, of his property, with intent to delay or defraud creditors, or that the debt was fraudulently contracted.

In a justice's court a writ of attachment can not issue except in case of indebtedness upon a contract express or implied, or upon judgment or decree of some court.

In any action in a court of record or justice's court for the recovery of money, if plaintiff or his attorney, at time of filing complaint or issuing summons, or at any time during pendency of action, or after judgment, makes and files with clerk of court, or, if in justice's court, with the justice, an affidavit stating that he believes any person (naming him) has



property, money, or effects in his hands or under his control, belonging to defendant in such action, or that such person is indebted to defendant, and that the value of such property or amount of indebtedness exceeds twenty-five dollars, if the action is in a court of record, or ten dollars, if in a justice's court, a summons may issue against such person. To recover judgment against the garnishee in a court of record, the property or indebtedness attached and the judgment against the defendant must not be less than twenty-five dollars, exclusive of costs; in justice's court, not less than ten dollars. The indebtedness referred to must be due absolutely, without depending on any contingency; must not be on a judgment if the garnishee is liable to an execution thereon, and must not be due by reason of any liability incurred as maker, or otherwise upon any draft, bill of exchange, or promissory note. Wages of laboring men to amount of twenty dollars are exempt if earned within three months of issuing process.

### *Mississippi.*

Arrest for debt is not allowed in this State.

Attachments may issue for the collection of all debts, the claims for damages growing out of the breach of any contract, and claims founded on any of the penal laws of this State, when the creditor makes and files an affidavit setting forth the amount and character of the debt; or that the defendant is a foreign corporation, or a non-resident of this State; or that he has removed or is about to remove himself or his property out of this State; or that he so absconds or conceals himself that he can not be served with a summons; or that he contracted the debt or incurred the obligation in conducting the business of a ship, steamboat, or other water-craft in some of the navigable waters of this State; or that he has property or rights in action which he conceals and unjustly refuses to apply to the payment of his debts; or that he has assigned or disposed of, or is about to assign or dispose of, his property or rights in action, or some part thereof, with intent to defraud his creditors; or that he has converted, or is about to convert, his property into money or evidences of debt, with intent to place it beyond the reach of his creditors; or that he fraudulently contracted the debt or incurred the obligation for which suit has been or is about to be brought.

Garnishment may be taken out on a judgment at law or decree in chancery. Summons issues on a suggestion by the plaintiff that any person named is indebted to the defendant, or has any effects of such defendant in his hands or possession.

### *Missouri.*

Arrest for debt not allowed.

Attachment may issue when it appears and can be proven that the defendant, 1st, is not a resident of this State; or, 2d, that defendant is a corporation whose chief office or place of business is out of this State; or, 3d, that defendant conceals himself so that the ordinary process of the law can not be served upon him; or, 4th, that defendant has ab-

absconded or absented himself from his usual place of abode in this State, so that the ordinary process of law can not be served upon him ; or, 5th, that defendant is about to remove his property or effects out of this State with intent to defraud, hinder, or delay his creditors ; or, 6th, that defendant is about to remove out of this State with the intent to change his domicile ; or, 7th, that defendant has fraudulently conveyed or assigned his property or effects so as to hinder or delay his creditors ; or, 8th, that defendant has fraudulently concealed, removed, or disposed of his property or effects so as to hinder or delay his creditors ; or, 9th, that defendant is about fraudulently to convey or assign his property or effects so as to hinder or delay his creditors ; or, 10th, that defendant is about fraudulently to conceal, remove, or dispose of his property or effects so as to hinder or delay his creditors ; or, 11th, that the debt sued for was contracted out of this State, and defendant has absconded or secretly removed his property or effects to this State ; or, 12th, that the damages for which the action is brought arose from the commission of some felony, or misdemeanor, or the seduction of a female ; or, 13th, that defendant has failed to pay the price or value of the article or thing delivered, which by contract he was bound to pay upon delivery ; or, 14th, that the debt sued for was fraudulently contracted on the part of the defendant.

The attachment may be levied on real estate as well as personalty, and debts may be garnished thereunder.

Writs of attachment may be levied by garnishing a debtor of the defendant as well as by a levy upon property. The garnishee can discharge himself by paying his debt to the officer. Wages for thirty days are also exempt from garnishment.

### *Montana.*

Arrest in civil cases may be had in all cases of fraud, or where the action is for wilful injury to person or character, or to property, knowing the property to belong to another. Also in an action for fine or penalty, or for money or property embezzled or fraudulently misapplied or converted to his own use by a public officer or officers of corporation, or an attorney, or other agent, or any one acting in a fiduciary capacity. Also in cases where the defendant has removed or disposed of his property or is about to do so with intent to defraud his creditors.

All property not exempt from execution may be attached.

Attachments may also be had before demand is due : if defendant is leaving, or about to leave the Territory with all his or her property, moneys, or other effects which might be subjected to the payment of the debt, for the purpose of defrauding his creditors ; or that defendant is disposing of, or about to dispose of his property subject to execution for the purpose of defrauding his creditors, which must appear by affidavit

Credits or other personal property in the possession or under the control of another are attached by the sheriff serving upon such person a copy of the writ and a notice that such credits, other property, or debts, as the case may be, are attached.

*Nebraska.*

An order of arrest of the defendant may be had on the same grounds as required for attachments of property, excepting non-residency, absconding, concealment, and leaving county and when defendant is a corporation, and with like bond and similar affidavit.

The plaintiff may attach the property of a defendant when he is a foreign corporation or non-resident; when he has or is about to remove his property from the jurisdiction of the court, assign, remove, or dispose of or convert to money, or conceals his property to defraud his creditors; when he absconds to defraud creditors, or leaves county of residence to avoid service of summons, or fraudulently contracted or incurred the subject of the action. When the ground of attachment is that defendant is a foreign corporation or non-resident, the claim must be debt or demand arising on contract, judgment, or decree.

A creditor may bring an action on a claim before it is due, and have an attachment against the property of the debtor; when the debtor has sold, conveyed, or otherwise disposed of his property, or is about to make such sale, conveyance, or disposition of his property, with the fraudulent intent to cheat or defraud his creditors, or to hinder or delay them in the collection of their debts, or when he is about to remove his property or a material part thereof with the intent or to the effect of cheating or defrauding his creditors or of hindering and delaying them in the collection of their debts.

In cases of attachment, "when the plaintiff, his agent, or attorney, shall make oath in writing that he has good reason to and does believe that any person or corporation, to be named and within the county where the action is brought, has property of defendant [describing same] in his possession," the said property, whether debts, choses in action, or chattels, or other property, may be garnished and held the same as property otherwise attached.

*Nevada.*

A debtor may be arrested in the following cases: 1st. In an action for the recovery of money or damages, on a cause of action arising upon a contract, express or implied, when the defendant is about to depart from the State with intent to defraud his creditors, or when the action is for libel or slander. 2d. In an action for a fine or penalty, or for money or property embezzled, or fraudulently misapplied or converted to his own use by a public officer, or an officer of a corporation, or an attorney, factor, broker, agent, or clerk, in the course of his employment as such, or by any other person in a fiduciary capacity, or for misconduct or neglect in office; or in professional employment, or for a wilful violation of duty. 3d. In an action to recover the possession of personal property unjustly detained when the property, or any part thereof, has been concealed, removed, or disposed of, so that it can not be found or taken by the sheriff. 4th. When the defendant has been guilty of fraud in contracting the debt, or incurring the obligation for which the action is brought. 5th. When the defendant has removed or disposed of his property, or is about to do so, with intent to defraud his creditors.

The plaintiff at the time of issuing the summons, or at any time afterward, may have the property of the defendant attached as security for the satisfaction of any judgment that may be recovered, unless the defendant gives security to pay such judgment. First. In an action upon a contract for the direct payment of money made, or by the terms thereof payable in this State, which is not secured by mortgage, lien, or pledge upon real or personal property situated or being in this State, or, if so secured, when such security has been rendered nugatory by the act of the defendant. Second. In an action upon a contract against a defendant not residing in this State.

### *New Hampshire.*

A debtor may be arrested in an action founded on a contract, if the debt exceeds thirteen dollars and thirty-three cents, or if it appear by affidavit on the back of the writ or execution by the plaintiff, or some person for him, that the defendant is, in his belief, justly indebted to him in a sum exceeding thirteen dollars and thirty-three cents; and that he conceals his property, or is about to leave the State to avoid payment of his debts.

Most actions are commenced by attachment; and all property which may be taken upon execution may be attached and holden as security for the judgment the plaintiff may recover.

The property of the defendant in the hands of a third person, as also debts due the defendant, may be attached by trustee process, service being made upon the defendant and trustee, as in a writ of summons. No trustee is chargeable for pensions, or bounty money, or the services or earnings of the wife or minor children of the defendant, or the defendant's own earnings after service of writ. If the claim against the defendant is not for necessities furnished him or his family, twenty dollars of his earnings before service of writ on trustee is also exempt.

A trustee process is a writ of attachment and summons, and is served upon the defendant and trustee like a writ of summons. It may be used to reach money, goods, rights, or credits of the defendant in the hands of another. Twenty dollars of defendant's earnings, save as against necessities, the earnings of the debtor's wife and children, and pensions, are exempt from trustee process.

### *New Jersey.*

A debtor may be arrested upon proof made upon oath or affirmation before a justice of the supreme court, or supreme court commissioner, of any of the following particulars in addition to the debt or demand: 1st. That the defendant is about to remove any of his property out of the jurisdiction of the court in which the action is about to be commenced, with intent to defraud his creditors. 2d. That the defendant has property or rights in action which he fraudulently conceals. 3d. That he has assigned, removed, or disposed of, or is about to assign, remove, or dispose of any of his property, with intent to defraud his creditors.



4th. That the defendant fraudulently contracted the debt or incurred the obligation respecting which such suit is brought.

Writ of attachment may issue upon filing with the clerk of the court out of which writ is about to issue, an affidavit by the creditor, or in his absence his agent, that his debtor absconds from his creditors, and is not to his knowledge or belief a resident of the State at the time. Or that the debtor is not to his knowledge or belief a resident of this State at the time, and owes to the plaintiff a certain amount, specifying the amount as nearly as he can. The claim of the plaintiff must, it is thought, be an accrued debt. It must be a debt, not unliquidated damages.

A non-resident of this State can obtain an attachment against the property and credits of another non-resident, except against wages or salary due from an employer resident within this State to a non-resident employé, when wages or salary are not subject to attachment in the State where the latter resides.

### *New Mexico.*

A debtor may be arrested in one of the following cases: 1st. When he is about to abscond from the Territory so as to endanger the collection of a debt due against him. 2d. When the sheriff on execution shall find no property of the defendant he may arrest the body of the defendant and in default of payment commit him to jail.

Creditors whose demands amount to fifty dollars may sue in the district court by attachment in the following cases, namely: 1st. When the debtor is not a resident of nor resides in this Territory. 2d. When the debtor has concealed himself, or absconded, or absented himself from his usual place of abode in this Territory, so that the ordinary process of law can not be passed upon him. 3d. When the debtor is about to remove his property or effects out of the Territory, or has fraudulently concealed or disposed of the same, so as to hinder, delay, or defraud his creditors. 4th. When the debtor is about to fraudulently convey or assign, conceal or dispose of his property or effects, so as to hinder, delay, or defraud his creditors. 5th. When the debt was contracted out of this Territory and the debtor has absconded or secretly removed his property or effects into the Territory with intent to hinder, delay, or defraud his creditors. 6th. When the defendant is a corporation whose principal office or place of business is out of the Territory, unless such corporation has a designated agent in the Territory upon whom service of process may be made in suits against it. 7th. When the defendant has fraudulently contracted the debt, incurred the obligation, or obtained credit from the plaintiff by false pretenses, respecting the matter for which the suit is brought. Attachment may issue upon a claim or demand not matured.

### *New York.*

Imprisonment for debt is abolished. The defendant may be arrested in a civil action brought—(1) to recover a fine or penalty; (2) to recover damages for an injury to person or property (not including claim for damages in an action to recover a chattel), breach of promise to marry,

misconduct or neglect in official or professional employment, fraud, deceit, or conversion of personal property; (3) to recover property held or owned by the State, or held or owned for a public interest, which defendant has unlawfully obtained or disposed of, or to recover damages for so obtaining or disposing of the same; (4) to recover a chattel purposely concealed or removed or disposed of with intent to deprive plaintiff thereof; (5) to recover on contract other than promise to marry, when the defendant has been guilty of fraud in contracting the debt, or has disposed or is about to dispose of his property with intent to defraud his creditors; (6) to recover money received or property embezzled by a public officer or other person acting in a fiduciary capacity, not including an action to recover a chattel; (7) in an action against a resident about to leave the State, or a non-resident, an order may be granted by the court where the judgment demanded requires performance of an act, neglect to perform which would be a contempt of court.

Women can not be arrested except in the case last mentioned, or where the action is to recover damages for wilful injury to person, character, or property.

Except in action under subdivision 3, *supra*, security for defendant's costs and damages, which may be awarded to or sustained by him, must be given in an amount fixed by the judge, not less than one hundred dollars.

The order of arrest must be obtained from a judge of the court in which the action is brought or from any county judge.

Real and personal property may be attached, provided it be shown by affidavit that the defendant is a foreign corporation or a non-resident; or, if a natural person and a resident, that he is fraudulently absent or concealed; or, if a natural person or domestic corporation, that the same has fraudulently removed or concealed his or its property or is about so to do—(1) in actions for breach of contract other than contract to marry; (2) in actions for wrongful conversion of personal property; (3) in actions for injury to personal property through negligence, fraud, or wrongful act; (4) in actions for money only where the defendant has misappropriated, or aided or abetted the misappropriation of the property of the State or any portion or department thereof.

Security, not less than two hundred and fifty dollars, must be given for costs and damages, except in case under subdivision 4, *supra*.

### *North Carolina.*

Arrests may be made: 1st. The defendant may be arrested in an action arising on contract when the defendant is a non-resident of this State, or is about to remove therefrom, and in an action for the recovery of damages on a cause of action not arising out of contract, when the action is for injury to person or character, or for wrongfully taking, detaining, or converting property. 2d. In an action for a fine or penalty, or for money received, or for property embezzled or fraudulently misapplied by a public officer, or by an attorney, solicitor, or counsellor, or by an officer or agent of a corporation or banking association, in the course of his employment as such, or by any factor, agent, broker, or other

person in a fiduciary capacity, or for any misconduct or neglect in office, or in a professional employment. 3d. In an action to recover the possession of personal property unjustly detained, where the property or any part thereof has been concealed, removed, or disposed of, so that it can not be found or taken by the sheriff, and with the intent that it should not be so found or taken, or with the intent to deprive the plaintiff of the benefit thereof. 4th. Where the defendant has been guilty of a fraud in contracting the debt or incurring the obligation for which the action is brought, or in concealing or disposing of the property for the taking, detention, or conversion of which the action is brought, or when the action is brought to recover damages for fraud or deceit. 5th. When the defendant has removed or disposed of his property, or is about to do so, with intent to defraud his creditors. But no female shall be arrested in any action, except for a wilful injury to person, character, or property.

An order for the arrest of the defendant must be obtained from the court in which the action is brought, or from a judge thereof. The order may be made when it shall appear to the court or judge, by affidavit of the plaintiff or any other person, that a sufficient cause of action exists, and that the case is one of those above mentioned.

Attachments may issue at the time of the issuing of the summons, or at any time afterward, in the following cases, to wit: In an action arising on contract for the recovery of money only, or in an action for the wrongful conversion of personal property, against a corporation created by or under the laws of any other State, government, or country, or against a defendant who is not a resident of this State, or against a defendant who has absconded or concealed himself, or whenever any person or corporation is about to remove any of his or its property from this State, or has assigned, disposed of, or secreted, or is about to assign, dispose of, or secrete any of his or its property, with intent to defraud creditors.

The warrant may issue whenever it shall appear by affidavit that a cause of action exists against such defendant, specifying the amount of the claim and the grounds thereof, and that the defendant is either a foreign corporation or not a resident of this State, or has departed therefrom with intent to defraud his creditors, or to avoid the service of summons, or keeps himself concealed therein with like intent, or that such corporation or person has removed, or is about to remove, any of his or its property from this State with intent to defraud his or its creditors, or has assigned, disposed of, or secreted, or is about to assign, dispose of, or secrete any of his or its property with like intent, whether such defendant be a resident of this State or not. The affidavit upon which the warrant is granted must be filed with the clerk of the court to which, or magistrate before whom, the warrant is returnable, within ten days from the issuing of the warrant.

### *Ohio.*

A defendant in a civil action can be arrested before judgment when it shall appear by affidavit that one of the following cases exists: 1. That the defendant has removed, or begun to remove, any of his property out of the jurisdiction of the court, with intent to defraud his creditors. 2



That he has begun to convert his property, or a part thereof, into money for the purpose of placing it beyond the reach of his creditors. 3. That he has property or rights of action which he fraudulently conceals. 4. That he has assigned, removed, or disposed of, or has begun to dispose of, his property, or a part thereof, with intent to defraud his creditors. 5. That he fraudulently contracted the debt or incurred the obligation for which suit is about to be or has been brought. 6. That the money or other valuable thing for which a recovery is sought in the action was lost by playing at any game or by means of a bet or wager.

The plaintiff may have an attachment against the property of the defendant upon the following grounds: 1. When the defendant, or one of several defendants, is a foreign corporation, or a non-resident of the State; or, 2. Has absconded with intent to defraud his creditors; or, 3. Has left the county of his residence to avoid the service of a summons; or, 4. So conceals himself that a summons can not be served upon him; or, 5. Is about to remove his property, or a part thereof, out of the jurisdiction of the court, with the intent to defraud his creditors; or, 6. Is about to convert his property, or a part thereof, into money for the purpose of placing it beyond the reach of his creditors; or, 7. Has property or rights in action which he conceals; or, 8. Has assigned, removed, or disposed of, or is about to dispose of, his property, or a part thereof, with the intent to defraud his creditors; or, 9. Fraudulently or criminally contracted the debt or incurred the obligation for which suit is about to be or has been brought.

An order of attachment is made by the clerk of the court in which the action is brought, when there is filed in his office an affidavit of the plaintiff, his agent or attorney, showing: 1st. The nature of the plaintiff's claim; 2d. That it is just; 3d. The amount which the affiant believes the plaintiff ought to recover; and 4th. The existence of some one of the foregoing grounds for an attachment.

### *Oregon.*

There is no imprisonment for debt (that is, for debt arising upon contract, express or implied), except in case of fraud or absconding debtors.

No person shall be arrested in an action of law excepting the defendant in the following cases: 1. In an action for the recovery of money or damages on a cause of action arising out of contract, when the defendant is not a resident of the State, or is about to remove therefrom, or when the action is for an injury to person or character, or for injuring or wrongfully taking, detaining, or converting property. 2. In an action for a fine or penalty, or on a promise to marry, or for money received or property embezzled, or fraudulently misapplied, or converted to his own use, by a public officer, or by an attorney, or by an officer or agent of a corporation in the course of his employment as such, or by any factor, agent, broker, or other person in a fiduciary capacity, or for any misconduct or neglect in office, or in a professional employment. 3. In an action to recover the possession of personal property unjustly detained, when the property or any part thereof has been concealed, removed, or disposed of, so that it can not be found or taken by the sheriff, and with



intent that it should not be so found or taken, or with the intent to deprive the plaintiff from the benefit thereof. 4. When the defendant has been guilty of a fraud in contracting the debt, or incurring the obligation for which the action is brought, or in concealing or disposing of the property, for the taking, detention, or conversion of which the action is brought. 5. When the defendant has removed or disposed of his property, or is about to do so, with intent to defraud his creditors. But no female shall be arrested in any action, except for an injury to person, character, or property.

The plaintiff, at the time of issuing the summons, or at any time afterward, may have the property of the defendant attached, as security for the satisfaction of any judgment he may recover, unless the defendant give security to pay such judgment, in the following cases: 1. In an action upon contract, express or implied, for the direct payment of money, which contract is made or is payable to this State, and is not secured by mortgage, lien, or pledge, upon real estate or personal property, or, if so secured, that such security has been rendered nugatory by act of the defendant. 2. In an action upon a contract, express or implied, against a defendant not residing in this State.

The clerk of the court must issue the writ of attachment upon receiving an affidavit, by or in behalf of plaintiff, showing: 1st. That the defendant is indebted to the plaintiff (specifying the amount of such indebtedness over and above all legal set-offs or counter-claims) upon a contract, express or implied, for the direct payment of money, and that such contract was made or is payable in this State, and that the payment of the same has not been secured by any mortgage, lien, or pledge, upon real or personal property; or, 2d. That the defendant is indebted to the plaintiff (specifying the amount of such indebtedness, as near as may be over and above all legal set-offs or counter-claims), and that the defendant is a non-resident of the State; and, 3d. That the sum for which the attachment is asked is an actual *bona fide* existing debt, due and owing from the defendant to the plaintiff, and that the attachment is not sought, and the action prosecuted, to hinder, delay, or defraud any creditors of the defendant.

### *Pennsylvania.*

Imprisonment for debt is abolished.

The real and personal property of a non-resident of the State, who is not in the county at the time the writ issues, may be held by a foreign attachment.

The property of any person, resident or not, may be attached, upon proof by the affidavit of the plaintiff, or any person for him, that the defendant is justly indebted to him, in a sum exceeding one hundred dollars, setting forth the nature and amount of such indebtedness, and that the defendant is about to remove his property out of the jurisdiction of the court, with intent to defraud his creditors; or that the defendant has property, rights in action, interest in any stock, money, or evidences of debt, which he fraudulently conceals; or that the defendant has assigned, disposed of, or removed, or is about to assign, dispose of, or remove, any such property, rights, stock, etc., with intent to defraud his

creditors ; or that he fraudulently contracted the debt or incurred the obligation for which said claim is made.

### *Rhode Island.*

No person can be arrested or imprisoned in any action for the recovery of debt, unless it shall appear by affidavit duly certified on such writ, that the defendant, or some one of the defendants, is about to depart from the State without leaving therein real or personal estate whereon service of said writ may be made by attachment, sufficient to satisfy the damages laid therein, or that the defendant, or some one of the defendants, has committed fraud in contracting the debt upon which the action is founded, or in the concealment or disposition of his property ; but no female shall be arrested in any civil action founded upon contract by virtue of any original writ whatever.

If it shall be made to appear to any court which shall have rendered judgment in any action, or to any justice of such court, that the defendant is about to depart from the State without leaving therein real or personal estate to satisfy said judgment, or has been guilty of any fraud in contracting said debt, or in the concealment, detention, or disposition of his property, such court or justice may order an execution running against the body of the defendant.

In any civil action the original writ may be served by attachment of real or personal estate, or of both, whether the defendant therein named be within or without this State at the time of such service. Real estate, however, can not be attached upon any justice's writ.

No attachment of property can be made, unless an affidavit of the plaintiff, or his agent or attorney, shall be endorsed on the writ, setting forth that the plaintiff has just claim against the defendant, which is due, and upon which he expects to recover in said action a sum sufficient to give jurisdiction thereof to the court to which said writ is made returnable, and also, either that the defendant is a corporate company established out of the State, or that he resides out of the State, or that he has left the State and is not expected to return in season to be served with process before the next term of the court ; or that the defendant, or one of the defendants, has committed fraud in contracting the debt in suit, or in the concealment of his property, or in the disposition thereof ; or that since contracting the debt the defendant has been the owner of property, or in receipt of income which he has refused or neglected to apply in payment thereof, though requested by the plaintiff so to do.

All writs of attachment may be served on debtors of the defendant who become liable to pay the judgment creditor the amount of their debts, in case they shall file affidavits setting forth the same ; otherwise, to pay the judgment.

### *South Carolina.*

Arrests may be made, 1st, in actions for the recovery of damages on a cause of action not arising out of contract, where the defendant is not a resident of the State, or is about to remove therefrom, or where the action is for an injury to person or character, or for injuring or wrongfully tak

ing, detaining, or converting property; 2d. In an action for a fine or penalty, or on a promise to marry, or for money received, or for property embezzled or fraudulently misapplied by a public officer, or by an attorney, solicitor, or counselor, or by an officer or agent of a corporation or banking association, in the course of his employment as such, or by any factor, agent, broker, or other person in a fiduciary capacity, or for any misconduct or neglect in office, or in a professional employment; 3d. In an action to recover the possession of personal property unjustly detained, where the property or any part thereof has been concealed, removed, or disposed of, so that it can not be found or taken by the sheriff, and with the intent that it should not be so found or taken, or with the intent to deprive the plaintiff of the benefit thereof; 4th. Where the defendant has been guilty of a fraud in contracting the debt or incurring the obligation for which the action is brought, or in concealing or disposing of the property for the taking, detention, or conversion of which the action is brought, or when the action is brought to recover damages for fraud or deceit; 5th. When the defendant has removed or disposed of his property, or is about to do so, with intent to defraud his creditors. But no female shall be arrested in any action, except for a wilful injury to person, character, or property.

At the time of the issuing of the summons, or at any time afterward, an attachment may issue in the following cases, to wit: In any action arising for the recovery of money, or for the recovery of property, whether real or personal, and damages for the wrongful conversion and detention of personal property, or in actions for the recovery of damages for injuries done either to person or property against a corporation created by or under the laws of any other State, government, or country, or against a defendant who is not a resident of this State, or against a defendant who has absconded or concealed himself, or whenever any person or corporation is about to remove any of his or its property from this State, or has assigned, disposed of, or secreted, or is about to assign, dispose of, or secrete, any of his or its property, with intent to defraud creditors.

### *Tennessee.*

No imprisonment for debt.

When cause exists, the property of the debtor, of every description, may be seized by attachment at the beginning of the suit, or at any time in its progress, by ancillary attachment, and held to answer the final judgment or decree.

But the title to real estate attached in counties having a population of forty thousand will not be charged with any lien thereby, except from the date of the filing of an abstract of the levy of the attachment in the register's office of the county where the land lies.

Property of the debtor of every kind, legal or equitable, choses in action, stocks, etc., may be attached by bill in chancery, and held to abide the result of the suit.

Property wherein the debtor has the *legal* title, and which is corporeal or tangible, may be seized by attachment in the courts of law, and held to abide the result of the suit.



Any person having any debt or demand due at the commencement of an action, or a plaintiff after action for any cause has been brought, may sue out an attachment.

Attachment may issue in any one of the following cases: 1. Where the debtor resides out of the State. 2. Where he is about to remove or has removed his property out of the State. 3. Where he has removed or is removing himself out of the county privately. 4. Where he conceals himself so that the ordinary process of law can not be served on him. 5. Where he absconds or is absconding, or concealing himself or property. 6. Where he has fraudulently disposed of or is about fraudulently to dispose of his property. 7. Where any person liable for any debt or demand, residing out of the State, dies, leaving property in the State. 8. And against a defendant residing in the county as to whom the summons has been returned, "not to be found in my county." When any cause or ground exists other than the non-residence of the debtor, the attachment may be had though the debt or demand be not due, and may be had by an accommodation indorser or surety of the debtor on paper due or not due, as well as by a creditor.

Attachments may be founded on and sustained by garnishment of property, debts, and effects belonging to the debtor and in the hands of the garnishee or owing by the garnishee, or discovered and seized by means of the answer of the garnishee. Proceedings substantially similar to those in cases in aid of execution may be had to obtain the answer and fix the liability of the garnishee, and to reach property, debts, or effects disclosed by the answer of the garnishee, in the hands or control of or owing by other persons, belonging to the debtor in the attachment. And generally the same kinds of property may be reached and subjected by garnishment in aid of attachment as in aid of execution. Property or debts belonging to the attachment debtor and in the hands or control of or owing by the garnishee, may, to an extent not exceeding the attachment debt, be delivered over or paid by the garnishee to the officer, before the return of the writ of attachment; after the return, to the court or justice to whom it is returnable. Judgment against the garnishee, condemning the property or debt in his hands and to the satisfaction of the plaintiff's demand, is conclusive as between the garnishee and the defendant in the attachment.

Debts due or not due owing to the defendant, property of any kind belonging to the defendant in the hands or control of a third person, may be subjected to the attachment by process of garnishment.

### *Texas.*

Imprisonment for debt is abolished.

Attachment may issue against the property of a debtor when it shall appear by affidavit: 1st. That the defendant is justly indebted to the plaintiff, and the amount of the demand; and 2. That the defendant is not a resident of the State, or is a foreign corporation, or is acting as such; or 3. That he is about to remove permanently out of the State, and has refused to pay or secure the debt due the plaintiff; or 4. That he secretes himself, so that the ordinary process of law can not be



served on him ; or 5. That he has secreted his property for the purpose of defrauding his creditors ; or 6. That he is about to secrete his property for the purpose of defrauding his creditors ; or 7. That he is about to remove his property out of the State, without leaving sufficient remaining for the payment of his debts ; or 8. That he is about to remove his property, or a part thereof, out of the county where the suit is brought, with intent to defraud his creditors ; or 9. That he has disposed of his property, in whole or in part, with intent to defraud his creditors ; or 10. That he is about to dispose of his property with intent to defraud his creditors ; or 11. That he is about to convert his property, or a part thereof, into money, for the purpose of placing it beyond the reach of his creditors ; or 12. That the debt is due for property obtained under false pretences. The affidavit shall further state : 1. That the attachment is not sued out for the purpose of injuring or harassing the defendant ; and 2. That the plaintiff will probably lose his debt unless such attachment is issued.

The writ of attachment above provided for may issue, although the plaintiff's debt or demand be not due, and the same proceedings shall be had thereon as in other cases, except that no final judgment shall be rendered against the defendant until such debt or demand shall become due.

Garnishment will issue to any person supposed to be indebted to the defendant, upon affidavit of plaintiff where judgment has been rendered against the defendant, or where an attachment has been sued out in the cause. Also, garnishment will issue after suit is brought without attachment or execution, upon the affidavit of plaintiff, his agent, or attorney, that the amount claimed is just, due, and unpaid, and that he does not know of property of defendant in this State liable to execution, sufficient to satisfy the claim, and that he has reason to believe the garnishee [naming him] is indebted to, or has property or effects of, the defendant, and that the garnishment is not sued out to injure garnishee or defendant ; and giving bond as for attachment.

### *Utah.*

A defendant may be arrested in the following cases, namely : 1st. In an action for recovery of money or damages on a cause of action arising on contract, when about to depart from Territory to defraud creditors, or in action of libel or slander. 2d. In an action for fine or penalty, or for money or property embezzled or fraudulently misapplied or converted to his own use by a public officer, officer of a corporation, or an attorney, factor, broker, agent, or clerk, in the course of his employment as such, or by any other person acting in a fiduciary capacity, or for misconduct or neglect in office or in a professional employment, or for a wilful violation of duty. 3d. In an action to recover personal property unjustly detained, when the same has been concealed, removed, or disposed of so that it can not be found by the officer. 4th. When defendant has been guilty of a fraud in contracting the debt or incurring the obligation for which the action is brought, or in concealing or disposing of the property for the taking, detention, or conversion of which the action

is brought. 5th. When defendant has removed or disposed of, or is about to remove or dispose of his property with intent to defraud his creditors.

At the time of issuing summons, or any time thereafter, the plaintiff may have an attachment in an action on a contract not secured by mortgage, lien, or pledge, upon real or personal property situate in this Territory : or, if so secured, where the security has been rendered nugatory by the defendant ; against a defendant non-resident of the Territory ; or one who has departed or is about to depart from the Territory or county ; who stands in defiance of an officer ; or conceals himself so that process can not be served on him ; or who is disposing of his property with intent to defraud his creditors.

The clerk of the court must issue the writ of attachment on receiving an affidavit made by the plaintiff or his attorney, or some other person, on behalf of the plaintiff, showing that the defendant is indebted to the plaintiff upon a contract, specifying the nature thereof, and the amount thereof, as near as may be, over and above all legal set-offs or counter-claims, and that the same has not been secured by any mortgage, lien, or pledge upon real or personal property situate or being in the Territory, or, if so secured, that the security has been rendered nugatory by the act of the defendant ; and that the same is an actual, *bona fide*, existing demand, due and owing from the defendant to the plaintiff ; and that the attachment is not sought and the action is not prosecuted to hinder, delay, or defraud any creditor of the defendant ; and specifying one or more of the causes for attachment set forth above.

Real and personal property, including debts due defendant and other choses in action, may be attached. Property and choses in action in the hands of third persons may be attached or garnisheed.

Debts and credits and other personal property may be garnisheed.

### *Vermont.*

Females can not be arrested in actions on contract. In a cause founded on contract, no citizen of the United States can be arrested for debt, unless the plaintiff, his agent, or attorney, files with the authority signing the writ, before its issue, an affidavit, stating that he has good reason to believe, and does believe, that the defendant is about to remove from the State, and has secreted about his person, or elsewhere, money or other property to an amount exceeding twenty dollars, or sufficient to satisfy the debt on which the suit is brought.

Warrants of attachment can not be obtained when the debt is not yet due. Real estate and sundry chattels difficult of removal are attached by leaving a copy of the attachment in the town clerk's office. Personal property, with the above exceptions, must be taken in actual custody by the officer at the time of attachment. To preserve the attachment lien, personal property must be taken on execution within thirty days, and real estate within five months from the date of the judgment.

In actions on contracts, if any person has goods, effects, or credits of the defendant in his hands or possession, he may be summoned as trustee in the suit ; and such goods, effects, or credits are thereby

attached. The trustee is required to make disclosure as to his indebtedness or other liability to the defendant, and judgment is rendered against the trustee for the amount ascertained on trial to be due from him. This process can not be sustained unless the debt due to the plaintiff from the defendant, as well as that from the trustee to the defendant, exceeds five dollars. Negotiable paper transferred before maturity to any bank in the State is exempt from this process.

### *Virginia.*

No imprisonment for debt; but if plaintiff show by affidavit to the satisfaction of the court, that he has good cause of action, and that there is probable cause to believe that the defendant is about to leave the State, he may procure the arrest of the defendant. Plaintiffs may procure attachments against the property classes of persons non-residents, having property within the State, or who are sued with defendants residing in the State; defendants removing, intending to remove, or who have removed their effects out of this State, so that judgment or decree against them would be unavailing.

The Code, 1873, ch. 184, § 11, provides for enforcing the lien of a *fieri facias* by summoning the person indebted to the judgment debtor, on suggestion of the judgment creditor, to a term of court or before a justice of the peace as the case may be. Under section 12 such party may be examined on oath, and if it appear that there is liability upon him to pay any debt, or deliver any estate to the judgment debtor, the court may order such payment or delivery to its officer, and the levy of execution on such order is valid although levied by such officer.

### *Washington.*

The defendant may be arrested upon an order of the court where the action is brought, or by a judge of the supreme court, in the following cases: In an action for the recovery of damages, on a cause of action not arising out of contract, when the defendant is non-resident or is about to remove from the Territory, or in action for an injury to person or character, or for injuring or wrongfully taking, detaining, or converting personal property. In an action for a fine or penalty, or on a promise to marry, or for money received or property embezzled or fraudulently misapplied or converted to his own use by a public officer, or by an attorney, or by an officer or agent of a corporation, in the course of his employment as such, or by a factor, agent, broker, or other person acting in a fiduciary capacity, or for misconduct or neglect in office or in professional employment. In an action to recover the possession of personal property unjustly detained, when the property has been concealed, removed, or disposed of, so that it can not be taken by the sheriff. When the defendant has been guilty of fraud in contracting the debt, or incurring the obligation for which the action is brought. When the defendant has removed or disposed of his property, or is about to do so, with intent to defraud his creditors. When the action is to prevent threatened injury to or destruction of property in which the plaintiff claims an



interest. On the final judgment or order of the court, when the defendant, having no property subject to execution, has money which he ought to apply in payment, but refuses, with intent to defraud the plaintiff.

Actions may be commenced upon any agreement in writing before the time for the performance of the contract expires, when the plaintiff shall make and file an affidavit with the clerk of the court that the defendant is about to leave the Territory without providing for the performance of the contract, taking with him property, moneys, credits, or effects subject to execution, with intent to defraud the plaintiff. In such a case a warrant of arrest issues, as in other cases heretofore stated, and an attachment may issue as in other cases.

The plaintiff at the time of issuing the summons, or at any time afterward, may have the property of the defendant attached, as security for the payment of any judgment he may recover.

The attachment issues whenever the plaintiff shall make and file an affidavit that a cause of action exists against the defendant, and the grounds thereof, and that the defendant is either a foreign corporation, or that he is not a resident of the Territory, or has departed therefrom, or keeps himself concealed therein, with the intent to delay or defraud his creditors, or that he has removed or is about to remove his property from the Territory with a like intent, or that he has assigned, secreted, or disposed of his property, or is about to do so, with fraudulent intent, or that he has been guilty of a fraud in contracting the debt or incurring the obligation.

After the issuance of an execution against property any person indebted to the judgment debtor may pay to the sheriff the amount of his debt, or sufficient to satisfy the execution, and the sheriff's receipt discharges the amount paid. After an execution has been returned unsatisfied, upon proof by affidavit to the judge that any person is indebted to the judgment debtor in a sum exceeding fifty dollars, such person may be required to answer concerning said indebtedness. Witnesses may be required to testify in regard thereto, and if any property belonging to said judgment debtor should be found in his possession, or if he should be found indebted to said judgment debtor, an order may be made by said judge that such property, or money due, shall be applied toward the payment of said judgment, except that the earnings of the judgment debtor for personal services within sixty days next preceding such order can not be so taken when it shall appear that such earnings are necessary for the use of the family of the debtor.

### *West Virginia.*

There is no imprisonment for debt.

The creditor may have an order of attachment against the property of the debtor on filing with the clerk of the court an affidavit stating the nature and justice of his claim, the amount he is entitled to recover, and some one or more of the following grounds: That the defendant, or one of the defendants, is a foreign corporation, or is a non-resident of this State; has left or is about to leave this State, with intent to defraud his creditors; so conceals himself that a summons can not be served upon



him ; is removing or is about to remove his property, or a part thereof, out of the State, with intent to defraud his creditors ; is converting or is about to convert his property, or a part thereof, into money or securities, with intent to defraud his creditors ; has assigned or disposed of his property, or a part thereof, or is about to do so, with intent to defraud his creditors ; has property or rights in action which he conceals ; has fraudulently contracted the debt or incurred the liability for which the action or suit is brought.

The plaintiff in attachment may, by an indorsement on the order, designate any person as being indebted to, or having in his possession effects of the defendant or one of the defendants, who is required, upon service of the order and indorsement (or of a notice) upon him, to appear at the next term of the court, and disclose on oath in what sum he is indebted to the defendant, and what effects of the defendant he has in his hands. The plaintiff has a lien upon the indebtedness of, and property in the hands of the garnishee from the time of the service upon him. The garnishee and property in his hands are subject to the orders of the court.

### *Wisconsin.*

The arrest of the defendant may be had by the plaintiff by order of a judge at the issuing of the summons, or any time before judgment, on an affidavit showing a cause of action in an action for damages not on contract, when the defendant is a non-resident or about to remove from the State, or for injury to person, property, or character, or for seduction or criminal conversation ; for a fine or penalty ; for money or property embezzled or fraudulently misapplied by a public officer, attorney, solicitor, or counselor, or an officer or agent of a corporation or bank, or by any factor, agent, broker, or any person in a fiduciary capacity ; for damages for property obtained on false pretenses ; in replevin, where the property has been concealed and disposed of so that the sheriff can not find it ; and also where the defendant has been guilty of a fraud in contracting the debt or incurring the obligation sued on, or in concealing or disposing of the property for the taking, detention, or conversion of which the action is brought.

Attachments may be issued by any creditor against the property of his debtor, whether a natural person or corporation, except a municipal corporation. The writ is issued on request of plaintiff by the clerk of the court, either at the time of issuing the summons or at any time before final judgment, in all actions on contract, express or implied, or upon judgment or decree, where the plaintiff, or some one in his behalf, shows by affidavit that fact, and that the debt exceeds fifty dollars, over and above all legal set-offs, specifying the amount as near as may be, and containing a further statement that deponent knows or has good reason to believe one of the following cases to exist : That the defendant has absconded or is about to abscond from the State, or is concealed therein to the injury of his creditors, or keeps himself concealed therein with intent to avoid the service of a summons ; that he has assigned, conveyed, disposed of, or concealed, or is about to, any of his property, with intent to defraud his creditors ; that he has removed, or is about to remove, any

of his property out of the State, with like intent ; that he fraudulently contracted the debt or incurred the obligation respecting which the action is brought ; that he is a non-resident ; that it is a foreign corporation, or, if created under the laws of this State, that all the proper officers thereof on whom to serve the summons do not exist, or are non-residents of the State, or can not be found ; that the action is brought against the defendant, as principal upon an official bond, to recover money due the State, or some county, or other municipality therein, or an affidavit may be made showing that a cause of action sounding in tort exists in favor of the plaintiff against defendant ; that the damages claimed exceed the sum of fifty dollars, specifying the amount claimed, and the further statement, either that the defendant is not a resident of this State, or that his residence is unknown and can not with due diligence be ascertained, or that defendant is a foreign corporation.

Real estate may be bound by filing a copy of the attachment and a description of the land attached in the register's office of the county where the land lies.

In justices' courts warrants of attachment are issued on a similar affidavit, in cases on contract for five dollars and over, without bond and without right in the defendant to traverse the affidavit.

Any creditor may proceed by garnishment in the circuit court of the proper county against any person (except a municipal corporation) who shall be indebted to or have any property, real or personal, in his possession or under his control belonging to such creditor's debtor, whenever an action is pending upon contract against such debtor.

### *Wyoming.*

A defendant in a civil action can be arrested before and after judgment when an affidavit is filed showing the nature of the plaintiff's claim, that it is just, and the amount thereof as nearly as may be, and establishing one or more of the following particulars : That the debtor has removed or begun to remove any of his property out of the jurisdiction of the court with intent to defraud his creditors. That he has begun to convert his property or a part thereof into money for the purpose of placing it beyond the reach of his creditors. That he has property or rights in action which he fraudulently conceals. That he has assigned, removed, or disposed of, or has begun to dispose of his property or a part thereof with intent to defraud his creditors. That he fraudulently contracted the debt or incurred the obligation for which the suit is about to be or has been brought.

The plaintiff in a civil action for the recovery of money may at or after the commencement thereof have an attachment against the property of the defendant, and upon the following grounds : 1. When the defendant, or one of the defendants, is a foreign corporation or a non-resident of the Territory. 2. Has absconded with intent to defraud his creditors. 3. Has left the county of his residence to avoid the service of summons. 4. So conceals himself that a summons can not be served on him. 5. Is about to remove his property or a part thereof out of the jurisdiction of the court with the intent to defraud his creditors. 6. Is

about to convert his property or a part thereof into money for the purpose of placing it beyond the reach of his creditors. 7. Has property or rights in action which he conceals. 8. Has assigned, removed, or disposed of, or is about to dispose of his property or a part thereof with the intent to defraud his creditors. 9. Fraudulently contracted the debt or incurred the obligation. 10. In all cases not exceeding two hundred and fifty dollars in which the debt is not otherwise secured, and which has not been paid when due and within ten days thereafter on demand.

After the writ is issued it is levied upon any property of the defendant not exempt from attachment. Moneys and credits in the hands of any person may also be garnished under the writ.

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### *RIGHTS OF MARRIED WOMEN.*

[See Marriage.]

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### *SHIPPING.*

All vessels from foreign ports must enter and discharge their cargo at a port of entry.

American vessels must bring a manifest which must be given to the first officer of the customs coming aboard. The manifest must contain the name of the place where the goods were obtained and the port to which they are consigned. The name, description, and build of the vessel; her tonnage, and the name of the owner and master; a particular account of the goods and the names of the parties to whom they are consigned, and the names of the passengers, a description of their baggage, and a statement of their remaining stores, if any.

A list of the crew must be given the first boarding officer, who will compare it with the crew on board. Two-thirds of the crew must be citizens of the United States.

The name, age, sex, occupation, and destination of each passenger, and the number of those who have died, must be listed.

Registry and clearance papers must be deposited with the collector.

A tonnage duty of ten cents a ton is payable on foreign shipping, but not oftener than once a year by traders to Mexico, Canada, and the West Indies.

Obtaining papers for vessels, and especially for foreign ones, is a matter that varies at each port; in general, blank forms and instructions are given by the officers of the port, so as to make a technical treatise on the subject impracticable.

By the laws of the United States a written or printed agreement must be made with every member of a crew shipped to a foreign port, or to a port of any State beyond the adjoining State, declaring the voyage or voyages, term or terms of time, for which such seaman or mariner shall be shipped. At the foot of each contract must be a memorandum of the day and hour when the seaman must be on board to begin the voyage. Oppressive and unusual articles in such agreements will not be enforced by the courts.

The general form of maritime contracts is given below.

### *Form of Shipping Articles.*

#### UNITED STATES OF AMERICA.

It is agreed between the master and seamen, or mariners, of the [name of vessel], of           whereof A. B. is at present master, or whoever shall go for master, now bound from the port of [naming shipping port], to [here designate the voyage definitely].

That, in consideration of the monthly or other wages against each respective seaman or mariner's name hereunder set, they severally shall and will perform the above-mentioned voyage. And the said master doth hereby agree with and hire the said seamen or mariners for the said voyages, at such monthly wages or prices, to be paid pursuant to this agreement, and the laws of the Congress of the United States of America; and they, the said seamen or mariners, do severally hereby promise and oblige themselves to do their duty, and obey the lawful commands of their officers on board the said vessel, or the boats thereunto belonging, as become good and faithful seamen or mariners; and at all places where the said vessel shall put in, or anchor at during the said voyage, to do their best endeavors for the preservation of the said vessel and cargo, and not to neglect or refuse doing their duty by day or night, nor shall go out of the said vessel on board any other vessel, or be on shore, under any pretence whatsoever, until the above said voyage be ended, and the said vessel be discharged of her loading, without leave first obtained of the captain or commanding officer on board; that in default thereof, he or they will be liable to all the penalties and forfeitures mentioned in the marine law, enacted for the government and regulation of seamen in the merchants' service in which it is enacted, "That if any seaman or mariner shall absent himself from on board the ship or vessel, without leave of the master or officer commanding on board; and the mate, or other officer having charge of the log-book, shall make an entry therein of the name of such seaman or mariner, on the day on which he shall so absent himself; and if such seaman or mariner shall not return to his duty within forty-eight hours, such seaman or mariner shall forfeit three days' pay for every day which he shall so absent himself, to be deducted out of his wages; but if any seaman or mariner shall absent himself for more than forty-eight hours at one time, he shall forfeit all wages due to him, and



all his goods and chattels which were on board the said ship or vessel, or in any store where they may have been lodged at the time of his desertion, to the use of the owner or owners of the said ship or vessel, and moreover shall be liable to pay him or them all damages which he or they may sustain by being obliged to hire other seamen or mariners in his or their place." And it is further agreed, that in case of desertion, death, or imprisonment, the wages are to cease. And it is further agreed by both parties, that each and every lawful command which the said master or other officer shall think necessary hereafter to issue for the effectual government of the said vessel, suppressing immorality and vice of all kinds, shall be strictly complied with, under the penalty of the person or persons disobeying, forfeiting his or their whole wages or hire, together with everything belonging to him or them on board the said vessel. And it is further agreed on, that no officer or seaman belonging to the said vessel shall demand or be entitled to his wages, or any part thereof, until the arrival of said vessel at the said vessel's final port of discharge, and her cargo delivered. And it is hereby further agreed, between the master, officers, and seamen of the said vessel, that whatever apparel, furniture, and stores each of them may receive into their charge, belonging to the said vessel, shall be accounted for on her return; and in case anything shall be lost or damaged through their carelessness or inefficiency, it shall be made good by such officer or seaman, by whose means it may happen, to the master and owners of the said vessel.

And it is hereby expressly agreed, that should the said ship on the said voyage be seized, detained, or fined, for smuggling tobacco, or any other article, by one or more of the undersigned sailors, cooks, or stewards, they shall all be responsible for the damages thence resulting, and shall severally forfeit their wages, and all their goods and chattels on board to the amount of such damage, and that the certificate of the person or persons who may seize, detain, or fine the said ship for smuggling, signed by him or them, and verified by the American Consul at \_\_\_\_\_ under his seal of office, shall be conclusive evidence of the facts therein stated, in all courts whatsoever, and especially as to the fact that smuggling had been committed, the individual or individuals by whom the same had been committed, the amount of the fine imposed therefor upon the said ship, the incidental expenses thereon, and the number of days the said ship was detained in consequence thereof. No grog allowed, and none to be put on board by the crew; and no profane language allowed, nor any sheath-knives permitted to be brought or used on board.

And whereas, it is customary for the officers and seamen while the vessel is in port, or while the cargo is delivering, to go on shore at night to sleep, greatly to the prejudice of such vessel and freighters, be it further agreed by the said parties, that neither officer nor seamen shall, on any pretence whatever, be entitled to such indulgence, but shall do their duty by day in discharge of the cargo, and keep such watch by night as the master shall think necessary to order relative to said vessel or cargo; and whereas, it frequently happens that the owner or captain incurs expenses while in a foreign port, relative to the imprisonment of one or more of his officers or crew, or in the attendance of nurses, or in the payment of board on shore, for the benefit of such person or persons.

Now it is understood and agreed by the parties hereunto, that all such expenditures as may be incurred by reason of the foregoing premises, shall be charged to, and deducted out of the wages of any officer or such one of the crew by whose means or for whose benefit the same shall have been paid. And whereas, it often happens that part of the cargo is embezzled after being safely delivered into lighters, and as such losses are made good by the owners of the vessel, be it therefore agreed by these presents, that whatever officer or seaman the master shall think proper to appoint, shall take charge of her cargo in the lighters, and go with it to the lawful quay, and there deliver his charge to the vessel's husband, or his representative, to see the same safely landed. That each seaman or mariner who shall well and truly perform the above-mentioned voyage (provided always that there be no desertion, plunderage, embezzlement, or other unlawful acts committed on the said vessel's cargo or stores), shall be entitled to the payment of the wages or hire that may become due to him pursuant to this agreement, as to their names is severally affixed and set forth: Provided, nevertheless, that if any of the said crew disobey the orders of the said master or other officer of the said vessel, or absent himself at any time without liberty, his wages due at the time of such disobedience or absence shall be forfeited; and in case such person or persons so forfeiting wages shall be reinstated or permitted to do further duty, it shall not do away such forfeiture. It being understood and agreed, by the said parties, that parol proof of the misconduct, absence or desertion of any officer or any of the crew of said vessel, may be given in evidence at any trial between the parties to this contract, any act, law, or usage to the contrary thereof notwithstanding. In testimony whereof, and for the due performance of each and every of the above-mentioned articles and agreements, and acknowledgment of their being voluntarily, and without compulsion or any other clandestine means being used, agreed to, and signed by us, we have each and every of us hereunto affixed our hands, the month and day against our names as hereunder written. And it is hereby understood and mutually agreed, by and between the parties aforesaid, that they will render themselves on board the said vessel, on or before [Saturday] the       day of       18       at       o'clock in the       noon. [Here set down in columns the date of entry; signature by the seamen; stations; birthplace; age; height in feet and inches; wages per month; advance wages; advance abroad; hospital money; time of service in months and days; whole wages; wages due; sureties; and witnesses of the signing of each.]

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### *SUBSCRIPTION PAPERS.*

Subscription papers, like all other contracts, require a party to contract with, and also a consideration, to make them valid and binding. The object of the subscription should be clearly stated, the party to whom it is to be paid and the consideration. Where, however, the paper imports a request to the body who are to apply the fund, and they go on and incur liabilities on the faith of the subscription, the consideration may be

inferred from the facts; and in such a case, the subscription becomes binding from the time of the acts constituting the consideration.

### *Subscription for a Building.*

We, the subscribers, agree to pay the sums set opposite our respective names, for the purpose of building a Presbyterian church at ; said church to be built on the lot now occupied by the old Presbyterian church in said village. The amount to be subscribed, in cash, is to be the money to be paid to the trustees of said church, or to a building committee to be appointed by the undersigned subscribers. The body of the church to be finished and furnished uniformly; the pews or slips are to be equally assessed, and rented annually; and said assessments and rents to be paid and applied by said trustees in payment for the stated preaching of the gospel in said church and congregation, and expenses of said church.

[Date.]

[Signatures and sums.]

### *Subscription to the Support of a Clergyman.*

We, the subscribers, being members of the religious society in and being desirous of raising a salary for the support of A. B., as a minister of the gospel in said society, do, for this purpose, and for the consideration of one dollar received of the trustees of said society, before signing this instrument, promise, covenant and engage, each one for himself, individually and severally, to and with the said trustees, that we will each pay to the said trustees, or such person as they shall appoint to receive the same, the sums respectively annexed to our names, to be paid annually, so long as the said A. B. shall administer the gospel in said society, and so long as we, the subscribers, shall reside within four miles of the meeting-house in said society, to be by the said trustees applied for the sole purpose of paying the salary of A. B. The first annual payment shall be made at the expiration of one year after he shall be installed or ordained in the said society, and in each and every year thereafter. And this instrument shall not be obligatory on us in any manner, until the whole sum subscribed shall amount to the sum of dollars.

[Date.]

[Signatures and sums.]

### *Form for a Testimonial to a Retiring Sunday-school Superintendent.*

We, the undersigned, teachers and pupils of the Sunday-school, agree to pay the sums set against our names for the purpose of procuring a fitting testimonial of our respect and regard for on the occasion of his retirement from the position of superintendent.

The above form, with slight alterations, can be used for a variety of occasions and purposes.

### TRADE-MARKS.

A trade-mark is a symbol, emblem, or mark which a tradesman puts upon or wraps or attaches in some way to the goods he manufactures or has caused to be manufactured.

It may be in any form of letters, words, vignettes, or ornamental designs. A person can not acquire a trade-mark in a word or phrase which denotes the nature, kind or quality of the article in which he deals.

A trade-mark is a property right, and is the subject of sale, whether it is the name of the firm or of persons manufacturing the article, or some arbitrary name.

There is no violation of a trade-mark if a person of ordinary foresight could distinguish between it and the original.

One can not be protected in his trade-mark if it is immoral or dishonest, with intent to defraud.

The following are the laws governing the registration of trade-marks, and the forms of application therefor :

SEC. 77. And be it further enacted, That any person or firm domiciled in the United States, and any corporation created by the authority of the United States, or of any State or Territory thereof, and any person, firm, or corporation resident of, or located in, any foreign country which by treaty or convention affords similar privileges to citizens of the United States, and who are entitled to the exclusive use of any lawful trade-mark, or who intend to adopt and use any trade-mark for exclusive use within the United States, may obtain protection for such lawful trade-mark by complying with the following requirements, to wit :

1. By causing to be recorded in the patent office the names of the parties, and their residences and places of business, who desire the protection of the trade-mark.

2. The class of merchandise and the particular description of goods comprised in such class, by which the trade-mark has been, or is intended to be, appropriated.

3. A description of the trade-mark itself, with fac-similes thereof, and the mode in which it has been, or is intended to be, applied and used.

4. The length of time, if any, during which the trade-mark has been used.

5. The payment of a fee of twenty-five dollars, in the same manner and for the same purpose as the fee required for patents.

6. The compliance with such regulations as may be prescribed by the Commissioner of Patents.

7. The filing of a declaration, under the oath of the person, or of some member of the firm, or officer of the corporation, to the effect that the party claiming protection for the trade-mark has a right to the use of the same, and that no other person, firm, or corporation has the right to such



use, either in the identical form, or having such near resemblance thereto as might be calculated to deceive, and that the description and fac-similes presented for record are true copies of the trade-mark sought to be protected.

Trade-marks remain in force thirty years, except on articles not manufactured in this country, but expire at the time of expiration in any foreign country.

All necessary petitions, specifications, declarations and oath for signature of applicant, together with how to sign, will be furnished by the patent office at Washington.

The right to use such trade-mark is transferable by assignment in the same manner as patents.

All reproduction, counterfeiting, copying, or imitating any such trade-mark and affixing the same to goods of substantially the same descriptive properties and qualities as those referred to in the registration, subjects the party using the same to an action for damages in any court of competent jurisdiction in the United States.

### *Registration of Prints and Labels.*

By an act of Congress approved June 18, 1874, it is provided that certain prints and labels may be registered in the patent office.

SEC. 3. That in the construction of this act the words "engraving," "cut," and "print," shall be applied only to pictorial illustrations or works connected with the fine arts, and no prints or labels designated to be used for any other articles of manufacture shall be entered under the copyright law, but may be registered in the patent office. And the Commissioner of Patents is hereby charged with the supervision and control of the entry or registry of such prints or labels, in conformity with the regulations provided by law as to copyright of prints, except that there shall be paid for recording the title of any print, or label, not a trade-mark, six dollars, which shall cover the expense of furnishing a copy of the record under the seal of the Commissioner of Patents, to the party entering the same.

SEC. 6. That this act shall take effect on and after the first day of August, eighteen hundred and seventy-four.

Approved, June 18, 1874.

By the word "print," as used in the said act, is meant any device, picture, word or words, figure or figures (not a trade-mark) impressed or stamped directly upon the article of manufacture, to denote the name of the manufacturer, or place of manufacture, style of goods or other matter.

By the word "label," as therein used, is meant a slip or piece of paper, or other material, to be attached in any manner to manufactured articles, or to bottles, boxes, and packages containing them, and bearing an inscription [not a trade-mark], as, for example, the name of the manufacturer or the place of manufacture, the quality of goods, directions for use, etc.

By the words "articles of manufacture," to which such print or label

is applicable by said act, are meant all vendible commodities produced by hand, machinery, or art.

But no such print or label can be registered unless it properly belongs to an article of commerce, and be as above defined ; nor can the same be registered as such print or label when it amounts in law to a technical trade-mark.

To entitle the owner of any such print or label to register the same in the patent office, it is necessary that five copies of the same be filed, one of which copies shall be certified under the seal of the Commissioner of Patents, and returned to the registrant.

### *Form of Application for Registration.*

#### FOR AN INDIVIDUAL.

To the Commissioner of Patents :

The undersigned, A. B., of the city of        county of        and State of        and a citizen of the United States [or resident therein, as the case may be], hereby furnishes five copies of a print [or "label," as the case may be], of which he is the sole proprietor.

The said print [or "label"] consists of the words and figures as follows, to wit : [Description.]

And he hereby requests that the said print be registered in the patent office, in accordance with the act of Congress to that effect approved June 18, 1874.

[Signature.]

[Date.]

Proprietor.

### *Form for a Corporation.*

The applicant, a corporation created by authority of the laws of the State of        [as the case may be], and doing business in said State, hereby furnishes five copies of a label [or "print," as the case may be], of which it is the sole proprietor.

The said label consists of the words and figures as follows, to wit : [Description.]

And it is hereby requested that the said label be registered in the patent office, in accordance with the act of Congress to that effect, approved June 18, 1874.

Witness the seal of the said corporation at        ,        18        .

[Signature.]

President [or other officer.]

[Seal.]

The certificate of such registration will continue in force for twenty-eight years.

The fee for registration of a print or label is six dollars, to be paid in the same manner as fees for patents.

The benefits of this act seem to be confined to citizens, or residents, of the United States.

## *TRESPASS.*

A trespass is any wrong-doing, or act of one person whereby another is injuriously treated or made to sustain damages.

Its more primary signification is any unlawful act committed with violence to the person, property, or rights of another.

Another restricted sense is any unauthorized entry on the real estate of another.

An act may be trespass though no damage be done, though damage is necessary to make a cause of action against the trespasser on the land of another person ; the breaking of a blade of grass is said to be enough to constitute a trespass.

An action for trespass may be brought for personal injury, such as assault, battery, wounding, imprisonment and the like, for injuries to the person of another, directly injuring the complainant in his rights as a master, parent, etc.; for injuries to personal property in taking it away; striking or chasing, if alive, and carrying away personal property, to the damage of the plaintiff.

Trespass on real property is consequent on entering, without right, on another's inclosure, though there may be none but an imaginary fence.

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## *TRUSTS AND TRUSTEES.*

A trust is a right of property, real or personal, held by one party for the benefit of another. It is founded on confidence, and out of it grow two different estates, or property rights, the legal title of which is in the trustee, and the equitable or beneficial title in the person intended to be benefited by the property.

The objects for which trusts in lands may be expressly created are : 1. To sell lands for the benefit of creditors. 2. To sell mortgage or lease lands for the benefit of legatees, or for the purpose of satisfying any charge thereon. 3. To receive the rents and profits of lands, and apply them to the use of some person named in the instrument creating the trust. 4. To receive the rents and profits of lands, and accumulate them.

Express trusts are created in express terms, in the deed, writing or will. They are usually found in sealed agreements, such as marriage articles, agreements for the purchase of lands, assignments for the payment of debts, and for carrying out bequests in wills to charities.

There are also implied trusts which are raised or implied by law from certain transactions, mostly being the expression of legal duty.

No particular form of words is necessary to the creation of a trust. Oral words may be sufficient to create a trust in personal property, but writing is necessary in the case of real property.

The person holding property for the benefit of another is called a trustee.

Executors, administrators, guardians, and assignees are trustees, to a certain extent, and the law of trusts is applicable to them.

A trustee is held to strict honesty in the disposition of the property. He can not retain any of the profits nor purchase the property upon its sale, nor can he speculate with the trust property.

A trustee is chargeable for the good and business-like management of the trust property.

The court will appoint new trustees on the death or disability of the original or any succeeding trustees.

A trustee may renounce or refuse to accept a trust, but having entered into it he can not rid himself of its duties unless he is legally discharged by the court, or the consent of all concerned. He can not delegate his powers to another, for the office is one of personal confidence.

Where there are several trustees they must act jointly by the majority, and can not act and bind the trust separately, though executors may.

The following forms can be varied to suit different trusts :

### *Declaration of Trust in Personal Property.*

I, A. B., of        in consideration of        hereby acknowledge and declare, that I am possessed of [ten shares of the capital stock of the C. D. Company, numbered from one to ten inclusive], in trust, and for the only benefit and advantage of E. F., of        his executors, administrators, and assigns, the same having been purchased with the moneys of the said E. F., and my name, as to the said shares, and all the income thereof, from henceforth to grow due or accrue, is used only in trust for the said E. F. And I, for myself, my executors, and administrators, hereby covenant with the said E. F., his executors, administrators, and assigns, that I and they shall and will, at any time hereafter, at the request and costs of the said E. F., his executors and assigns, assign and transfer the said shares to him, or them, or order.

[Date.]

[Signature.]

### *Declaration of Trust in Lands.*

To all to whom these presents shall come, I, A. B., of        send greeting :  
Whereas, C. D., of        has, by his deed bearing even date herewith



for the consideration of        dollars, granted and conveyed to me in fee simple, all [etc., here insert description], as by said deed will more fully appear. And whereas I have this day executed and delivered to said C. D. a mortgage upon said premises, as collateral security for the payment of my bond, conditioned for the payment of        dollars [here state terms], to secure a part of the consideration money expressed in the said deed. Now, know ye, that I, the said A. B., do, by these presents, make known, admit and declare, that said premises were so conveyed to me, and that I now hold, and will continue to hold, the same in trust only, for the use and benefit of E. F., son and heir-at-law of        deceased, his heirs, executors and administrators, and that I have no beneficial interest therein, except what may arise by legal or equitable implication from the circumstances of my having executed the said bond and mortgage. And I do further admit, that the residue of the consideration money expressed in said deed to me—to wit, the sum of        dollars—was paid by G. H. for the benefit of said E. F. And I do, for myself, my heirs, executors, and administrators, covenant and agree to and with said G. H. and E. F., and each of them, and with their and each of their executors, and administrators, and assigns, that I, or my heirs, shall and will convey the said premises, by a good and sufficient deed, to the said G. H., or his assigns, as he or they may direct or require, whenever and as soon as the said mortgage, so executed by me, shall have been paid off and discharged, or otherwise fully secured to me, and that free, clear and discharged of and from all and every encumbrance thereon by me or my heirs. And that I, or my heirs, shall not do, or knowingly suffer or permit, any act, deed, matter or thing, whereby said premises can, shall or may be in any wise impaired, injured or encumbered, in title, interest, charge, estate or otherwise however.

In witness whereof, I have hereunto set my hand and seal this        day  
 of        18        . [Signature and seal.]

Signed, sealed, and delivered in the presence of

[Signature of witness.]

*Deed by the Trustees of a Religious Corporation, Conveying a  
 Pew Subject to Assessments to be Laid.*

Know all men by these presents, that the trustees of the        society of the town of        in the county of        and State of        in consideration of        dollars to us paid by E. F., of said town, the receipt whereof is hereby acknowledged, do hereby sell and convey unto the said E. F., the pew No.        in the church of the said society. To have and to hold the same unto the said E. F., his heirs and assigns [or, where a pew is personal estate, his executors, administrators, and assigns], forever; subject to all liabilities and encumbrances now legally existing, and to such taxes and assessments as may from time to time be laid thereon by said society; provided, however, that no alteration shall be made in said pew, nor shall the same be sold or transferred, by deed of sale, or mortgage, without the written consent of said society, or of their trustees

for the time being; and further, that if, at any time, there shall be owing from said pew a sum equal to one year's taxes or assessments, this conveyance shall be wholly void, and all the right, title, and interest of the said E. F., his heirs [or, executors, administrators] and assigns, in and to the said pew, shall revert to the said society.

In witness whereof, we have hereunto set our hands, and the corporate seal of said society, this      day of      18      .

Signed, sealed, and delivered }	A. B. }	Trustees      [Seal.]
in presence of }	G. H. }	
[Signature of witness.] }	M. N. }	

*Petition of Trustees for Leave to Sell or Mortgage Real Property of the Society.*

To the      Court of the State of      :

The petition of the undersigned respectfully shows, that they are the trustees of the religious society known as      a religious corporation formed under the laws of this State, having no personal property except [their church furniture], and no real estate except [the lot on which stands their house of worship]; [here state the facts that the petition is based on—*e. g.*, thus: that said house of worship has just been erected at a cost of about      dollars, and they ask the leave of the court to mortgage said property for      dollars, the term of      years, for to raise the balance of said money. And this petition further shows, that the resolution hereto annexed is a copy of a resolution which was unanimously passed by the trustees of said society, at a meeting duly held; and that the petition hereto annexed is the petition of a majority of the legal voters of said religious corporation, and that the property which they desire to mortgage is bounded and described as follows:] [Add description.]

[Signature of trustees.]

COUNTY OF      , ss.

A. B., being sworn, says that he is clerk [or, the president] of the board of trustees of the religious corporation known as the      that he has read the foregoing petition by him subscribed, and knows the contents thereof, and that the same is true of his own knowledge, except as to the matters therein stated on his information and belief, and as to those matters he believes it to be true; that the persons who have signed the annexed petition of legal voters are all legal voters of said religious corporation, and that the whole number of legal voters of said society does not exceed      and that the foregoing signers of this petition are all the trustees of said corporation.

[Signature.]

Sworn to before me this      day of      18      .

[Signature and title of officer.]

*Deed Conveying in Trust for Support of Grantor's Parents, with Power of Appointment to them, and a Reservation of Rents for Payment of Encumbrances.*

This indenture tripartite, made this       day of       in the year one thousand eight hundred and       between A. B., of the city of       party of the first part, and E. F., also of the said city, party of the second part, and G. H., of said city, wife of L. H., of said city, party of the third part: Whereas the undersigned is desirous to make a provision and settlement for the benefit of his father, mother, and sisters, by a conveyance in trust of the property hereinafter mentioned, subject, however, to the reservations herein provided, and to the trusts and powers herein contained. Now this indenture witnesseth, that the said party of the first part, for and in consideration of the sum of       dollars, to them paid by the said parties of the second part, the receipt whereof is hereby acknowledged, have granted, bargained, sold, aliened, remised, released, conveyed, and confirmed, and by these presents do grant, bargain, sell, alien, remise, release, convey, and confirm unto the said parties of the second part, and to their successors and assigns forever, all [here insert description of the premises].

Together with all and singular the tenements, hereditaments, and appurtenances thereunto belonging, or in any wise appertaining, and the reversion and reversions, remainder and remainders, rents, issues, and profits thereof; and also all the estate, right, title, interest, property, possession, claim, and demand whatsoever of the said party of the first part, both in law and in equity, of, in, and to the above-granted premises, with the hereditaments and appurtenances: To have and to hold all and singular the above-granted premises, together with the appurtenances, and every part, unto the said party of the second part, his heirs and assigns, forever. [If there is any encumbrance, add, subject to, etc., specifying it.] It is, however, to be taken and understood as part of this indenture, and as limiting and controlling the grant hereby made to the party hereto of the second part, that the party hereto of the first part hereby retains and reserves the possession, use, occupation, rents, issues, and profits of the premises hereby conveyed, for the purpose of paying, and until the mortgage liens now existing upon the said premises shall be paid off or discharged, such retaining and reservation of the possession, use, occupation, rents, issues, and profits not, however, to extend beyond the day of one thousand eight hundred and       but to terminate sooner if the aforesaid mortgage liens shall be sooner paid off or discharged, or if both L. H. and G. H., the father and mother of the party hereto of the first part, shall sooner depart this life: In trust, nevertheless, subject to the reservation aforesaid, that the said party of the second part, his heirs, successors, and assigns, shall manage said property hereby conveyed, and shall apply the net income and profits, after deducting for repairs, taxes, assessments, and insurance, which shall, from time to time, be realized from the premises hereby conveyed to the sole and separate use of the said G. H., during her natural life



free and discharged from any rights or claims of or against her husband the separate receipt or settlement of the said G. H. therefor, to be a full and complete discharge of the said party of the second part; secondly, in trust from the death of the said G. H., to apply the said net income and profits as they shall from time to time arise, to the sole use of the said L. H., and for the support of himself and family during his life. It is further understood and to be taken as part of this conveyance, that the property and premises hereby conveyed at the death of the said B. and G. H., shall vest in the children of the said L. H., or in a trustee or trustees for their benefit, in such shares and proportions, and in such estates as the said L. H. shall by a conveyance or last will and testament order and appoint. It being to be further understood and taken as part of this indenture, that the said L. H. shall have the power of ordering and appointing, or distributing among, or in trust for his children, the fee-simple of said property, or less estate therein, either by a conveyance or by a last will and testament, subject to the aforesaid reservation and life interest, and in such shares and proportions, and in such manner as he shall therein designate and direct, provided, however, that at least one-fourth part thereof shall be appointed to the use of the party hereto of the first part. It being the intent and meaning hereof to clothe the said L. H. with all the power and authority over three-fourths of said estate or property, in distributing the same among his children, subject to said reservation and life interests, as the party of the first part would have had, had not this indenture been executed. And it is further understood and to be taken as part of this conveyance, that if the power of appointment and distribution aforesaid shall not be exercised by the said L. H. during his lifetime, that the same may be exercised by the said G. H., who, upon the death of the said B., without having by a conveyance or last will and testament exercised the power and authority hereby granted, shall have the same power and authority. And the said party hereto of the second part is hereby authorized and directed to convey the property and premises herein and hereby conveyed in pursuance and upon the terms of the order and appointment of the said B. or G. H. legally made under the provisions of this indenture. This indenture further witnesseth, that the said party of the first part, for and in consideration of the sum of ten dollars to him in hand paid by the said party of the third part, the receipt whereof is hereby acknowledged, and the said party of the third part forever discharged therefrom, hath granted, bargained, sold, assigned, transferred, and set over, and by these presents doth, for himself, his heirs, and assigns, grant, bargain, sell, assign, transfer, and set over unto the said party of the third part, her heirs and assigns, all the estate, premises, and property hereinbefore described and intended to be conveyed, if any, which are not legally vested in or conveyed to the said party of the second part, his heirs and assigns, by virtue of the execution of this indenture, for the uses and purposes hereinbefore mentioned, or which can not be claimed by the beneficiaries under or through the trusts or persons or the execution thereof herein and hereunder intended to be legally created, authorized, and executed, reserving and retaining, however, to the said party of the first part the use, possession, occupation, rents, issues, and profits of the said



property and premises for the period hereinbefore reserved and retained.

In witness whereof, the said parties have hereunto set their hands and seals the day and year first above writton.

[Signatures and seals.]

Signed, sealed, and delivered in presence of

[Signature of witness.]

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### VOTERS.

Any male citizen twenty-one years of age, not having been convicted of felony, is entitled to vote.

If he is foreign born he must have been naturalized, but a declaration of intention to become a citizen is enough to entitle him to vote in Arkansas, Florida, Georgia, Indiana, Kansas, Michigan, Mississippi, Oregon, and Texas.

In Rhode Island he must have paid tax on one hundred and thirty-four dollars' worth of property. In Massachusetts one must be able to read the Constitution and write his name.

In most of the States one year's residence in the State is necessary, but six months' residence is sufficient in California, Connecticut, Indiana, Iowa, Kansas, Nevada, New Hampshire, and Tennessee. In Kentucky and Rhode Island two years are necessary, and in Maine and Michigan three months are sufficient. Taxes must be paid up in Delaware, Georgia, and Pennsylvania.

The length of time one must have resided in the county in order to vote therein is never longer than half the time required in the State, and often it is much less than that.

Paupers can not vote in Iowa, Maine, Massachusetts, New Hampshire, or South Carolina.

Duelling is a disqualification to vote in Georgia, Kansas, Michigan, and Virginia.

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### WARRANTY.

Warranties which accompany a sale of personal property are of two kinds in respect to their forms, express and implied.

An express guaranty is one by which the warrantor covenants or undertakes to insure that the thing which is the subject of the contract is or is not as there mentioned, as, for example, a horse is sound.

An implied guaranty is one which, not being expressly made, the law implies by the fact of the sale. For example, the seller is understood to warrant the title of the goods he sells when they are in his possession at the time of the sale. If they are not in his possession when sold and no affirmation of title is made, the buyer purchases at his risk.

As a general rule there is no implied warranty as to the quality of the goods sold.

If a buyer asks for or receives a warranty, it is his fault if it does not cover as much ground and give him the protection he intended it should.

It is always in the power of a purchaser to demand a warranty, and if he purchases without one he does so at his own risk.

No precise words are necessary to constitute a warranty. It is sufficient if the words used show an intention on the part of the owner that the article sold is in every respect as represented.

For the protection of the purchaser he should have the warranty reduced to writing and signed by the owner.

[For form of warranty for a horse, see remarks on Horses in another part of this work.]

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## WILLS.

A will is the disposition of one's property to take effect after death.

Any one of sound mind and of the age of twenty-one years, or majority, may make a will of real property.

A will must be signed by the party in the presence of witnesses who see the party sign, and who must sign in his presence and in the presence of each other.

The party must request the witnesses to sign his will.

The number of witnesses required in most of the States is two, but three are required in the District of Columbia, Connecticut, Florida, Georgia, Louisiana, Maine, Maryland, Massachusetts, Mississippi, New Hampshire, New Mexico, and South Carolina.

A gift of real property is termed a devise ; a gift of personal property a bequest or legacy.

All persons may take personal property by bequest, and all persons capable in law of holding real property may take real property by devise.

Corporations, however, can not take real property by devise, unless they are specially authorized to do so by their charters or other laws.

And by a recent act in New York, it is provided that, no person having a husband, wife, child, or parent, shall devise or bequeath to any benevolent, charitable, literary, scientific religious, or missionary society, association, or corporation, in trust or otherwise, more than one-half part of his or her estate, after the payment of debts; and such devise or bequest shall be valid to the extent of one-half and no more.

No particular words are needed to constitute a will. With an exception in favor of soldiers and sailors, who from necessity the law allows to make wills verbally—called nuncupative wills—there must be a written statement of the testator's wish, signed by him. Any statement, however, which makes the testamentary character apparent, is sufficient to give the instrument the character of a will.

In no case does a will have any operation until the testator's death. And it may be made upon condition, so that even then it will not take effect except under the circumstances specified. Two persons can make a conjoint or mutual will.

It is very common to commence wills with a formal preamble, reciting the testator's capacity to make a will, and the feelings which move him to the act. These phrases are not, however, of any legal efficacy, and may be inserted or not at pleasure. It is advisable to affix a seal to a will, although it is not required in all of the States, to give validity to it.

Wills may be avoided by cancellation or revocation, or by the execution of a will of later date. Marriage, with the birth of issue, amounts to an implied revocation.

A bequest to a wife in lieu of her dower must be clearly expressed, or she will be entitled to both; provided that the claim of dower is not inconsistent with the provisions of the will. The courts, however, require clear proof of the inconsistency. Such bequest, however, will not deprive her of her dower, but she has her choice between the two.

A codicil is a supplement or an addition made to a will by the testator, annexed to the same, and to be taken as a part of it; being intended for its explanation or alteration, or to make some addition to, or subtraction from, the former dispositions of the testator. It should be executed in the same manner and with the same formality as the original will.

A codicil, like a will, may (unless controlled by statute) be either written or nuncupative.

Wills should be drawn carefully so as to express plainly and exactly the wishes of the testator.

Soldiers and sailors in active service may make a declaration of their will by word of mouth to any witnesses who may be convenient. There

should be three witnesses. The witnesses reduce the oral declaration to writing and attest it.

In general, a beneficial devise or bequest to a subscribing witness is void, unless there are the requisite number of other competent subscribing witnesses, so that the will may be proved without resort to the testimony of the interested witness.

It is usual and proper, but not essential, to write at the end of the will, below or at one side of the testator's signature, a statement of the place, time, purpose, and circumstances of the signatures and execution, and to let the witnesses sign below. This statement is called the attestation clause. The advantage of such a statement is in facilitating the probate of the will. If a witness has no recollection of his attesting the will, but recognizes his name under such a statement as written by himself, and testifies that he should not have written it there had he not known the statement to be true, the courts will generally receive this as supplying his defect of memory.

The attestation must, except in a few States, be in the presence of the testator, but need not necessarily be in the same room, if he is so placed as to see the act. Against the name of every witness his residence or address should be written. In some of the States this is required by law, and in all cases it is convenient and always advisable; but the absence of this, even where it is required, does not invalidate the will.

A few forms are given :

### *1.—Will of Both Real and Personal Estate.*

I, A. B., of \_\_\_\_\_, in the county of \_\_\_\_\_, and State of \_\_\_\_\_, merchant, being of sound and disposing mind and memory, do make, publish, and declare this to be my last will and testament, hereby revoking all former wills by me at any time heretofore made.

And as to my worldly estate, and all the property, real, personal, or mixed, of which I shall die seized and possessed, or to which I shall be entitled at the time of my decease, I devise, bequeath, and dispose thereof in the manner following, to wit :

My will is, that all my just debts and funeral expenses shall, by my executors hereinafter named, be paid out of my estate, as soon after my decease as shall by them be found convenient.

I give, devise, and bequeath to my beloved wife, C. B., all my household furniture, my horse and chaise, and the chaise harness; and also \_\_\_\_\_ dollars in money, to be paid to her by my executors, hereinafter named, within \_\_\_\_\_ months after my decease; to have and to hold the same to her and her executors, administrators, and assigns forever. I also give to her the use, improvement, and income of my dwelling-house,



land. and its appurtenances, situated in            aforesaid [describing the same], and my land situated in [describing the same], to have and to hold the same to her for and during the term of her natural life.

I give and bequeath to my honored mother, E. B.,            dollars in money, to be paid to her by my executors hereinafter appointed, within            months after my decease; to be for the sole use of herself, her executors, administrators, and assigns.

I give and bequeath to my daughter, L. B., my            shares of the stock of the President, Directors, and Company of the            Bank, in            County of           , and State of           , which are of the par value of            dollars; to have and to hold the same, together with all the profits and income thereof, to her, the said L. B., her heirs, executors, administrators, and assigns, to her and their use and benefit forever.

I give, devise, and bequeath to my son, H. B., the reversion or remainder of my dwelling or mansion house and its appurtenances, situate in            aforesaid [describing it], and all profits, income, and advantage that may result therefrom, from and after the decease of my beloved wife, C. B.; to have and to hold the same to him, the said H. B., his heirs and assigns, from and after the decease of my said wife, to his and their use and behoof forever.

I give, devise, and bequeath to my son, J. B., the reversion or remainder of my land situated in [describing it], and its appurtenances, and all the profits, income, and advantage that may result therefrom, from and after the decease of my beloved wife, C. B., to have and to hold the same to the said J. B., his heirs and assigns, from and after the decease of my said wife, to his and their use and behoof forever.

All the rest and residue of my estate, real, personal, and mixed, of which I shall die seized and possessed, or to which I shall be entitled at my decease, I give, devise, and bequeath, to be equally divided between and among my said sons, H. B. and J. B.

And, lastly, I do nominate and appoint my said sons, H. B. and J. B., to be the executors of this my last will and testament.

In witness whereof, I, the said A. B., have to this my last will and testament, consisting of            sheets of paper, subscribed my name and affixed my seal this            day of           , in the year of our Lord one thousand eight hundred and           .

Signed, sealed, published, and declared by the said A. B., as and for his last will and testament, in the presence of us, who, at his request and in his presence, and in the presence of each other, have subscribed our names as witnesses thereto.

A. B. [Seal.]

	residing at	, in	county.
[Signatures of witnesses.]	residing at	, in	county.
	residing at	, in	county.

## 2.—*Codicil to a Will, Disposing of Real and Personal Property.*

I, A. B., the within-named testator, do hereby make and publish this codicil to my last will and testament, bearing date the      day of      , A.D. 18      , in manner following, to wit:

I do revoke the demise, in my said will contained, to my son, H. B., of the reversion or remainder of my dwelling or mansion-house, and its appurtenances, situate in, etc., and do give and devise the same to my daughter, L. B., her heirs and assigns forever.

I give and bequeath to my said son, H. B., in lieu of the reversion or remainder of the said dwelling or mansion-house and its appurtenances, the sum of      dollars, payable within      months after my decease; and do hereby ratify and confirm my said will in all other respects.

In witness whereof, I have hereunto set my hand and seal, this      day of      , in the year of our Lord one thousand eight hundred and      .

A. B.

Signed, sealed, [etc., as in preceding form].

## 3.—*A Short Form of a Will of Real and Personal Estate.*

I, A. B., of the town of      in the county of      and State of      declare this to be my last will and testament:

1. I give and bequeath to my wife, C. B.,      dollars, to be received by her in lieu of dower.

2. To my son, E. B.,      dollars [which said several legacies I direct to be paid within      after my decease].

3. I give and devise to my son, E. B. aforesaid, his heirs and assigns, all [here designate the property], together with all the hereditaments and appurtenances thereunto belonging or in any wise appertaining; to have and to hold the premises above described to the said E. B., his heirs and assigns, forever.

4. I give and devise all the rest, residue and remainder of my real property, of every name and nature whatsoever, to my said daughter, M. B. [and my daughter, O. B., to be divided equally between them, share and share alike].

5. I give and bequeath all the rest, residue and remainder of my personal property, of what nature or kind soever, to my said wife, C. B.

6. I hereby appoint E. B. the sole executor of this will, revoking all former wills by me made.

In witness [etc., as in Form 1].

Any one or more of the following clauses which are given to aid in drawing a will which is to contain special bequests or devises, may be inserted in a will before the attestation clause:

## 4.—*Legacy of Furniture.*

I give and bequeath to [name] all the household furniture, books, works of art, and other chattels and effects, together with wines, liquors.

fuel, housekeeping provisions, and other consumable stores, which shall at my decease be in or about my dwelling-house at except [stating reservations, if any—*e. g.* :] money and securities for money, evidences of debt and of title, and accounts, vouchers, and manuscripts.

### *5.—Legacy of Furniture, etc., to Wife during Life or Widowhood.*

I give and bequeath to my wife during her life, and so long as she shall remain a widow, the use of all [etc., as above]. And after her decease or remarriage, I give and bequeath the same to [name] absolutely if he [or she] should be living at the decease or remarriage of my wife ; but if he [or she] should be dead, then to [several parties may here be named in succession ; or, in case the will has directed the testator's property to be sold, and the proceeds held in trust, say : and after her decease or remarriage, I direct my executors and trustees to sell the same, and add the proceeds to the trust-fund, under this my will].

### *6.—Legacy of Furniture to be Divided amongst Children.*

I bequeath to my children who shall be living at the time of my death all [etc., as above], equally to be divided between them ; and if any dispute should arise with respect to the division, I authorize my executors to distribute the said effects equally amongst my said children.

### *7.—Legacy of Debt.*

I bequeath to A. B. any debt which, at the time of my decease, shall be owing from him to me, together with any interest then due thereupon.

### *8.—Bequest of Jewels, etc., to Wife, and of Estate in Household Effects, for Life or Widowhood.*

I give and confirm to my dear wife all the jewels, trinkets, and personal ornaments worn or used by her during my lifetime ; and I also give to her all my wines, liquors, and other consumable stores, and all my horses and carriages, for her absolute use and benefit. I give all my plate and plated articles, books, pictures, and prints unto my said wife, to use and enjoy the same during her life, if she shall so long continue my widow ; and from and after her decease or second marriage (whichever shall first happen), to such son of me as shall first attain the age of twenty-one years. I give my leasehold dwelling-house, being No. etc. [describing it], and all my furniture and household effects being in or about or appropriated or belonging to the said dwelling-house, other than and not being plate or plated articles, books, pictures, or prints, unto my said wife, to occupy the said dwelling-house, and to use and enjoy the said furniture and household effects during her life, if she shall so long continue my widow, she paying the ground-rent, and all taxes and outgoings payable in respect of the said dwelling-house, and observing and performing the covenants contained in the lease under which the same is or at my decease shall be held. And I declare that from and

after the decease or second marriage of my said wife (whichever shall first happen), the said dwelling-house, furniture, and household effects shall sink into and form part of my residuary estate.

### *9.—Bequest of the Good-will of a Business.*

I give and bequeath the good-will and benefit of the business of which I am now carrying on at            and also all my capital and property which shall be employed therein at my decease, and also the leasehold premises situate and being No.    at            aforesaid, wherein the said business is now being carried on, for all my term and interest therein, unto my son            absolutely.

### *10.—Legacies to Children, with Directions for Investment.*

I bequeath to each of my children, C. D., E. F., and G. H., the sum of            dollars, with interest at the rate of            per cent. per annum, from my death till the payment thereof, such interest to be paid half-yearly. And I hereby declare, that if my said daughter, G. H., shall be under twenty-one years at my death, and shall not have married, the legacy hereby given to her shall be retained by my trustees hereinafter named, their executors or administrators, upon trust, to pay the same to her when she shall attain twenty-one years or marry; and upon trust in the meantime to pay the interest of such legacy to her, and her receipt, notwithstanding her infancy, to be an effectual discharge for the same; and if the said G. H. shall not attain twenty-one years or marry, the same legacy shall, upon her death, sink into my residuary estate.

### *11.—Declaration that Legacies Shall Not be in Satisfaction of Debts.*

I direct that no legacy or gift contained in my will shall (except where a contrary intention is expressed) be taken to be in satisfaction of any debt owing by me.

### *12.—Declaration that Money Advanced by the Testator During his Life to his Children shall be Deducted from their Portions or Shares of his Estate.*

I declare that all such moneys as I have or shall have advanced to any of my said children, or as shall be owing to me from any of them at my decease, shall be considered as part of my residuary estate, and shall be deducted from his, her, or their respective shares.

### *13.—Devise of House and Lands to Son on his attaining Twenty-one, with Power to Trustee to Apply Rents and Profits of Estate During Minority of Son for his Benefit.*

I give and devise my messuage or dwelling-house in which I am now residing, called            together with the pleasure-grounds, lands, gardens,



outbuildings and appurtenances thereunto belonging, or therewith usually held or enjoyed, and also all that piece or parcel of land, situate and being in        which I lately purchased of        and which is now in the tenure or occupation of        his under-tenants or assigns, unto C. D., of, etc., and E. F., of, etc., and their heirs, to the use of my son F. B., his heirs and assigns: Provided always, and I hereby declare that if the said F. B. shall die under the age of twenty-one years, or in my life-time, then and in such case the said messuage and other the premises hereinbefore devised, shall form part of my residuary real estate hereinafter devised: And I direct that if the said F. B. shall be under the age of twenty-one years at my decease, the said C. D. and E. F., or the survivor of them, or the executors or administrators of such survivor or other, they, the trustees or trustee for the time being of this my will, shall enter into, and during the minority of the said B. F. remain in the possession or receipt of the rents and profits of the said messuage and premises hereinbefore devised, and shall apply the whole or such part as they or he shall think fit of the said rents and profits, for or towards the maintenance and education of the said F. B., and shall invest the surplus (if any) of the said rents and profits, and all the resulting income thereof, in or upon some or one of the stocks, funds or securities hereinafter authorized as investments, with power to vary the said investments from time to time into or for others of the same or a like nature, and with power also to resort to the accumulations of any preceding year or years, and to apply the same for the maintenance and education of my said son: And I declare that the said accumulations, or so much thereof as shall not be applied as aforesaid, shall be paid and transferred to my said son, as and when he shall attain the age of twenty-one years, but if he shall die under that age, then the same shall sink into and form part of my residuary personal estate: And I also declare that during such minority the said trustees or trustee shall be at liberty to let the said messuage and lands for any term not exceeding seven years in possession, and in other respects to manage the same as they or he shall think fit.

#### *14.—Devise to Executors in Trust, with Power to Sell, etc.*

I give and devise all my real and personal estate, of what nature or kind soever, to C. D. and E. F., my executors hereinafter appointed, in trust, for the execution of my will, with power to sell and dispose of the same, at public or private sale, at such times, and upon such terms, and in such manner, as to them shall seem meet [provided, however, that no part of my real estate shall be sold until after the expiration of        years from my decease.]

#### *15.—Power to Arrange and Compromise.*

And I appoint the said E. F. and G. H. executors of this my will and authorize the acting executors or executor for the time being of this my will, to satisfy any debts claimed to be owing to me or my estate, and any liabilities to which I or my estate may be alleged to be subject, upon any

evidence they or he shall think proper, and to accept any composition or security for any debt, and to allow such time for payment (either with or without taking security) as to the said acting executors or executor shall seem fit, and also to compromise, or submit to arbitration, and settle all accounts and matters belonging or relating to my estate, and generally to act in regard thereto, as they or he shall deem expedient, without being responsible for any loss thereby occasioned.

### *16.—Directions to Executors as to Winding Up Testator's Partnership Business.*

And with respect to my share and interest in the business of      now carried on by me at      in partnership with [names], under the firm of      and Co., I empower the executors or executor for the time being of this my will, to adjust and settle all accounts and transactions relating to the said partnership business, and to wind up the affairs and concerns thereof and ascertain the amount of my share and interest therein, either according to the provisions of the articles of partnership under which the said business shall be carried on at my decease, or upon such other terms and in such other manner as may be agreed on between them or him and my surviving partners or partner, with power for the said executors or executor to refer to arbitration, or otherwise to compromise or settle any question that may arise in or about the winding up of the said concern, in such manner as they or he may think fit, and generally to do and execute all such acts and things in relation to the premises as may appear to them or him necessary or expedient, without being answerable for any loss which may arise thereby: And I authorize the said executors or executor, if they or he shall in their or his discretion think fit, to permit the whole or any part of the amount which on taking the accounts of the said partnership shall appear to be due to my estate, as and for my share and interest in the said business, to remain in the said business as a loan for any period not exceeding seven years from my decease, but so that the repayment thereof, with interest after the rate of      per cent. per annum, shall be secured by the joint and several bond of the persons or person for the time being, continuing to carry on the said business either with or without any other security for the same, as the said executors or executor shall think fit: And subject to the provisions hereinbefore contained as to the said business, I empower my trustees or trustee to postpone the sale and conversion of my real and personal estate for so long as they or he shall think fit.

### *17.—Clause Concerning Disputes.*

My express will is, and I hereby order and appoint, that if any difference shall arise or happen, concerning any gift, bequest or other thing in this will, no suit shall be brought concerning the same, but the same shall be referred wholly to the award of my friends C. D. and E. F., both of      and what they shall order, direct or determine therein, shall be binding and conclusive on all persons concerned.

*18.—Clause Releasing Debts Due.*

Whereas there are considerable sums of money due and owing to me upon bonds, bills and otherwise, from my relations hereinbefore named, which I desire to release, I do hereby direct that all such evidences of debt shall be cancelled and destroyed by my executors immediately after my death ; and I hereby discharge my relations hereinbefore named, and their heirs, executors and administrators, from the payment of any debts due and owing to me or my estate, upon any account whatsoever, without any abatement of the legacies hereinbefore given to them respectively.





# DICTIONARY OF LAW TERMS.

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**Abandonment.**—The relinquishment or surrender of rights or property by one person to another. The act of a husband or wife who leaves his or her consort wilfully and with an intention of causing perpetual separation. The act by which a debtor surrenders his property for the benefit of his creditors. In insurance by “abandonment” is meant the transferring of the property of the insured, or what is left of it, to the insurers.

**Abate.**—A reduction made by the creditor for the prompt payment of a debt due by the payer or debtor. The unlawful entry upon and keeping possession of an estate by a stranger after the death of the ancestor and before the heir or devisee takes possession. The reduction of a legacy on account of the insufficiency of the estate of the testator to pay his debts and legacies. The removal of a nuisance.

**Abduction.**—Forcibly taking away a man’s wife, or his child.

**Abet.**—To encourage or set another on to commit a crime.

**Abscond.**—To go in a clandestine manner out of the jurisdiction of the court, or to secrete one’s self in order to avoid the service of a legal process.

**Acceptance.**—The receipt of a thing offered by another with an intention to retain it, indicated by some act sufficient for the purpose. An assent and engagement to pay a bill of exchange when due.

**Accessory.**—One who is not the chief actor in the perpetration of the offence nor present at the performance, but is in some way concerned therein, either before or after the fact committed. *An accessory before the fact* is one who being absent at the time of the crime committed, yet procures, counsels, or commands another to commit it. *An accessory after the fact* is one who knowing a felony to have been committed, receives, relieves, comforts, or assists the felon.

**Accession.**—The right to all which one's own property produces, whether that property be movable or unmovable, and the right to that which is united to it either naturally or artificially.

**Accommodation paper.**—Promissory notes or bills of exchange, made, accepted, or indorsed, without any consideration therefor.

**Accord.**—A satisfaction agreed upon between the party injuring and the party injured, which, when performed, is a bar to all actions upon this account.

**Accretion.**—The increase of real estate by the addition of portions of soil by gradual deposition through the operation of natural causes to that already in possession of the owner.

**Accrue.**—To grow; to be added to as the interest or profit added to the principal.

**Acknowledgment.**—The act of one who has executed a deed in going before some competent officer or court and declaring it to be his act or deed.

**Action.**—A formal demand of one's right from another person or party made and insisted on in a court of justice.

**Ad litem.**—For the suit.

**Adjournment.**—The dismissal by some court, legislative assembly, or properly authorized officer of the business before them, either finally or to meet again at another time appointed.

**Administrator.**—A person authorized to manage and distribute the estate of an intestate, or of a testator who has no executor.

**Administrator de son tort.**—An administrator in his own wrong.

**Admiralty.**—A court having a very extensive jurisdiction of marine causes, civil and criminal.

**Adultery.**—The voluntary sexual intercourse of a married person with a person other than the offender's husband or wife.

**Advancement.**—A gift by anticipation from a parent to a child of the whole or a part of what it is supposed such child would inherit on the death of the parent.

**Adverse possession.**—The enjoyment of land, or such estate as lies in grant under such circumstances as indicate that such enjoyment has been commenced and continued under an assertion or color of right on the part of the possessor.

**Affidavit.**—A statement or declaration reduced to writing and sworn or affirmed to before some officer who has authority to administer an oath.

**Affinity.**—The connection existing, in consequence of marriage, between each of the married persons and the kindred of the other. It is distinguished from consanguinity, which denotes relationship by blood.

**Affirm.**—To make affirmation ; to make a solemn promise, before an authorized magistrate or tribunal, by persons who conscientiously decline taking an oath ; which declaration is in law equivalent to an oath.

**A fortiori.**—By the weightier reason.

**Agency.**—A relation between two or more persons by which one party, usually called the agent or attorney, is authorized to do certain acts for or in relation to the rights or property of the other, who is denominated the principal.

**Agent.**—One who undertakes to transact some business or to manage some affair for another by the authority and on account of the latter, and to render an account of it.

**Alias.**—A second or further writ ; another name ; an assumed name.

**Alibi.**—Presence in another place than that described. Being in another place at the time of the commission of the crime.

**Alien.**—A foreigner ; one of foreign birth and unnaturalized.

**Alimony.**—The allowance which a husband, by order of court, pays to his wife living separate from him for her maintenance.

**Allegiance.**—The tie which binds the citizen to the government in return for the protection which the government affords him.

**Ambiguity.**—Duplicity, indistinctness, or uncertainty of meaning of an expression used in a written instrument.

**A mensa et thoro.**—From bed and board ; a limited divorce.

**Analogy.**—The similitude of relations which exist between things compared

**Ancestor.**—One who has preceded another in a direct line of descent.

**Ancillary.**—Auxiliary, subordinate; used of an administration taken out in the place where assets are situated, which is subordinate to the principal administration.

**Animus.**—The intention with which an act is done.

**Annuity.**—A yearly sum stipulated to be paid another in fee, or for life, or years, and chargeable only on the person of the grantor.

**Anonymous.**—Without name.

**Ante-nuptial.**—Before marriage; with a view to entering into marriage.

**A priori.**—From the former.

**Appeal.**—The removal of a cause from a court of inferior to one of superior jurisdiction for the purpose of obtaining a review and retrial.

**Appraisement.**—A just valuation of property

**Appraiser.**—A person appointed by competent authority to appraise or value goods or real estate.

**Apprentice.**—A person bound in due form of law to a master to learn from him his art, trade, or business, and to serve him during the term of his apprenticeship.

**Appurtenances.**—Things belonging to another thing as principal, and which pass as incident to the principal thing.

**Arraign.**—To call a prisoner to the bar of the court to answer the matter charged in the indictment.

**Arrears.**—The remainder of an account, or sum of money in the hands of an accountant. Any money due and unpaid at a given time.

**Arrest.**—To deprive a person of his liberty by legal authority.

**Arrest of Judgment.**—The staying or stopping of a judgment after verdict for legal cause. The motion for this purpose is called a motion in *arrest* of judgment.



**Arson.**—The malicious burning of a dwelling-house of another person, which by the common law is felony; the malicious and voluntary firing of buildings and ships.

**Articles.**—The distinct portions of a document in writing; as Articles of Agreement, an account consisting of many articles.

**Assault.**—An attempt or offer to beat another, accompanied by a degree of violence, but without touching his person, as by lifting the fist, or a cane in a violent manner, or by striking at him and missing him. If the blow aimed takes effect it is a battery.

**Assign.**—To transfer, or make over to another. To transfer to, and vest in, certain persons called assignees, for the benefit of creditors.

**Assumpsit.**—He undertook (promised).

**Assurance**—Any written or other legal evidence of the conveyance of property. Equivalent to insurance.

**Attachment.**—A seizure or taking by virtue of a legal process; taking the person by virtue of a legal writ, and so far differing from an arrest, inasmuch as it lays hold of the goods as well as the person; and also from a distress, which seizes only on lands, tenements, and goods; whereas an attachment takes both the goods and body. Attachments are issued at common law against persons for contempt of court. In some States a writ of attachment is a species of *mesne* process upon which the property of a defendant may be seized at the commencement of a suit and before summons to him, and may be held to satisfy the judgment the plaintiff may recover. In other States this writ can issue only against absconding debtors and those who conceal themselves.

**Attorney.**—One put in the place or stead of another to manage his affairs. *Attorney in fact*: A person to whom the authority of another who is called the constituent, to transact any business for him out of court. *Attorney-at-law*: An officer in a court of justice who is employed by a party in a cause to manage the same for him.

**Attorney-General.**—An officer in the State empowered to act in all cases in which the State is a party.

**Auction.**—A public sale of property to the highest bidder.

**A vinculo matrimonii.**—From the bonds of matrimony.

**Award.**—The judgment or decision of arbitrators or referees on a matter submitted to them.

**Bail.**—To set free, on giving security for appearance at a certain day and place.

**Bailment.**—A delivery of something of a personal nature by one party to another to be held according to the purpose or object of the delivery, and to be returned or delivered over when that purpose is accomplished.

**Bail-piece.**—A slip of parchment, or paper, containing a recognizance of bail *above*, or *Bail to the Action*.

**Bankrupt.**—A trader, who breaks or fails, or becomes unable to pay his debts in the ordinary course of trade; an insolvent trader. In strictness no person but a trader can be a bankrupt. *Bankruptcy* is applied to merchants and traders, *insolvency* to other persons.

**Bankrupt Law.**—A law which upon a bankrupt's surrendering all his property to commissioners for the benefit of his creditors, discharges him from the payment of his debts, and all liability to arrest or suit for the same, and secures his future acquired property from a liability to the payment of his past debts.

**Bans of Matrimony.**—Notice of a marriage proposed, or of a matrimonial contract, proclaimed in a church, or other place prescribed by law, that any person may object, if he knows of any kindred between the parties, of any pre-contract, or other just cause why the marriage should not take place.

**Bar.**—1. The whole body of lawyers licensed in a court; the legal profession. 2. A special plea, constituting a sufficient answer to the plaintiff's action. 3. The railing that incloses the place which counsel occupy in courts of justice. Hence the phrase, at the *Bar of the Court*, signifies in open court. 4. The place in court where prisoners are stationed for arraignment, trial, or sentence. 5. A bar to an action is a perpetual and sufficient obstacle.

**Bargain and Sale.**—A species of conveyance, by which the bargainer contracts to convey the lands to the bargainee, and becomes by such contract a trustee for and seized to the use of the bargainee.

**Barrister.**—A counsellor learned in the laws, qualified and admitted to plead at the bar. Anciently barristers were called in England *Ap-*

*prentices of the Law.* Outer barristers are pleaders without the bar, to distinguish them from inner barristers, who are admitted to plead within the bar.

**Barter.**—A contract by which parties exchange goods for goods.

**Bastard.**—A natural child. One who is born out of wedlock.

**Battery.**—The unlawful beating of another. It includes every angry and violent touching of another's person or clothes, or anything attached to his person or held by him. Spitting in one's face may be a battery. It is distinguished from an assault, inasmuch as the latter does not necessarily imply a hitting or a blow. There may be an assault without battery, but there can not be a battery without an assault.

**Bequeath.**—To give by testament, said of personal property. Bequeath is properly applied to a gift by will or legacy, *i. e.*, of personal property; the gift is called a legacy, and he who receives it is called a legatee. In popular usage the word bequeath is sometimes enlarged so as to embrace devise; and it is sometimes so construed by courts.

**Bigamy.**—The offence of contracting a second marriage during the life of the first husband or wife. The state of a man who has two wives, or a woman who has two husbands living at the same time.

**Bill.**—A declaration in writing, to an equity court, expressing some wrong the complainant has suffered from the defendant, or a fault committed by some person against the law. It contains the fact complained of, the damage sustained, and a petition or process against the defendant for redress.

**Bill of Costs.**—A statement of the items which form the total amount of the costs of a party to a suit or action.

**Bill of Credit.**—Among merchants it is a letter sent by an agent or other person to a merchant desiring him to give credit to the bearer for goods or money.

**Bill of Entry.**—A written account of goods entered at the Custom House, whether imported or intended for exportation.

**Bill of Exchange.**—A written order or request from one person to another, desiring the latter to pay to some person designated a certain sum of money therein named.

**Bill of Lading.**—A written account of goods shipped by any person on board of a vessel, who acknowledges the receipt of the goods, and promises to deliver them safe at the place directed, damages of the sea excepted.

**Bill of Sale.**—A formal instrument for the conveyance or transfer of goods and chattels.

**Bill of Sight.**—A form of entry at the Custom House, by which goods, respecting which the importer is not possessed of full information, may be provisionally landed for examination.

**Bill of Store.**—A license granted at the Custom House to merchants, to carry such stores and provisions as are necessary for a voyage, custom free.

**Blasphemy.**—In law, any false statement or language calculated to deceive.

**Blockade.**—In International law, the right to blockade the ports of an enemy in war, and to exclude neutral vessels.

**Bona Fide.**—In good faith, honest.

**Bond.**—A writing under seal by which a person binds himself, his heirs, executors, and administrators, to pay a certain sum, or perform some act on or before a day appointed. If the condition of the obligation is not performed, the bond becomes forfeited, and the obligator and his heirs are liable to the payment of the whole sum.

**Bonus.**—A premium paid to a grantor or seller.

**Bottomry.**—A contract by which the owner of a ship, or the master as his agent, binds the ship as security for the payment of money advanced for the use of the ship. If the ship is lost, the lender loses the money; but if the ship arrives safe he is to receive the money lent, with the interest or premium stipulated. The tackle of the ship, also, is answerable for the debt, as well as the person of the borrower. The name is derived from bottom, a term by which the ship itself is designated. The interest is usually very high, to cover the risk.

**Bounty.**—A premium offered to induce men to enlist into the public service.

**Breach.**—A breaking, or infraction, as of a law, or any obligation non-fulfilment of a contract; a breach of promise of marriage.



**Burglar.**—One guilty of the crime of burglary.

**Burglary.**—The breaking and entering the dwelling-house of another in the night-time, with intent to commit a felony therein, whether the felonious purpose be accomplished or not. In American law, the crime includes offences committed by day as well as by night, and in other buildings than dwelling-houses ; there are various degrees of the crime in several of the States.

**By-Law.**—A private law made by a corporation for its own government ; a law aside from the general or public law.

**Capias.**—“ You may take ” ; a writ or process commanding the officer to take the body of the person named in it ; also called *Writ of Capias*.

**Causa Mortis.**—On account of death.

**Caveat.**—*Let him beware.* A notice given to an officer not to do a certain act until the party is heard in opposition. In patent laws, a description of some invention, designed to be patented, lodged in the office before the patent right is taken out, operating as a bar respecting the same invention from any other quarter.

**Certiorari.**—A writ directing the proceedings or record of a cause to be brought before a superior court.

**Chancellor.**—A judicial officer ; the president, or chief judge of a Court of Chancery.

**Charter.**—A written evidence in due form of things done between man and man ; a deed or conveyance.

**Charter-party.**—A contract in writing respecting the hire of the whole or part of a vessel, made between the owner and freighter on a determined voyage, and under certain specified conditions.

**Chattel.**—Every kind of property except the freehold, or the things which are a parcel of it ; it is a more extensive term than goods or effects. Chattels are personal or real.

**Check.**—An order for money, drawn on a banker or bank, payable on sight.

**Chose in action.**—A personal right to a thing not reduced to possession, but recoverable by suit at law ; as a right to recover money due on a contract, or damages for a test, which can not be enforced against a reluctant party without suit.

**Chose in possession.**—A thing in possession, as distinguished from a thing in action.

**Civil death.**—In law, that which cuts off a man from civil society or its rights and benefits, as banishments, outlawry, etc.

**Civil law.**—In a general sense, the law of a State, city, or country.

**Clearance.**—A certificate that a vessel has been cleared at the Custom House ; permission to sail.

**Code.**—An orderly collection or digest of laws.

**Codicil.**—A supplement to a will, which in some way modifies a former will without repealing it.

**Collision.**—The act of striking together ; as two vessels running against each other.

**Collusion.**—A compact between two persons to bring an action one against the other for some fraudulent or unlawful purpose.

**Commission.**—The warrant, or letters patent, by which one is authorized to exercise jurisdiction.

**Common carrier.**—One who undertakes for hire to transport goods from one place to another. Such carrier is liable for all losses and injuries to the goods, except those which have happened in consequence of the act of God, or of public enemies, or of the owner of the property himself.

**Common law.**—The unwritten law, the law which receives its binding force from immemorial usage and universal reception, in distinction from the written or statute law.

**Competency.**—Legal capacity or qualifications ; fitness ; as the competence of a witness. Competence of a judge or court to examine and decide.

**Compos Mentis.**—"Of sound mind."

**Compounding a felony.**—To accept a consideration for forbearing to prosecute.

**Condonation.**—Forgiveness either expressed or implied, by a husband or wife, for a breach of marital duty, with an implied condition that the offence shall not be repeated.

**Confidential communication.**—One made by a client to his counsel, solicitor, or attorney, in professional confidence, and which he is not permitted to divulge.

**Confiscate.**—To appropriate property as a penalty to the public use.

**Consanguinity.**—Kindred by blood and birth between persons descended from the same stock or common ancestry.

**Consideration.**—The material cause of a bargain without which it is not binding on either party. Considerations may be either expressed or implied. A valuable consideration is one made in money or its equivalent.

**Consignee.**—The person to whom goods or other things are shipped for sale or superintendence.

**Consignment.**—The sending or delivering over of goods to another person for sale. The writing by which anything is consigned.

**Constable.**—An officer of the peace having power as a conservator of the public peace, and bound to execute the warrants of judicial officers.

**Constituent.**—A person who appoints another to act for him as an attorney in fact.

**Constitution.**—The principles or fundamental laws which govern a State or other organized body of men.

**Contempt.**—In law, disobedience of the rules, orders, or process of a court of justice, or of the rules of a legislative body.

**Contest.**—To defend, as a suit or other judicial proceedings; to dispute, as a claim, by course of law; to litigate.

**Contingent.**—Dependent for effect on something that may or may not occur; as, a contingent estate; contingent use.

**Continuance.**—The postponement of the proceedings in a cause from one stated term of a court to another.

**Contract.**—1. An agreement between two or more persons, with a consideration or cause involving legal rights and liabilities. 2. A formal writing which contains the agreement of parties, with the terms and conditions, and which serves as a proof of the obligation.

**Contribution.**—Two or more persons being jointly liable for a debt, and one should pay more than his share, he may demand that the others contribute their shares respectively.

**Contumacy.**—Wilful contempt of, and disobedience to, the lawful summons or orders of a court.

**Conveyance.**—An instrument in writing by which property, or the title to property, is conveyed or transmitted from one person to another.

**Conveyancer.**—One whose business it is to draw and prepare the necessary paper for conveying property.

**Convict.**—A person found guilty, after trial, of a crime alleged against him.

**Coparcenary.**—Partnership in inheritance; joint heirship; joint right of succession to an estate of inheritance.

**Copartnership.**—The state of being a copartner; or joint interest or concern in any matter or business.

**Copyhold.**—English Law, a tenure of estate by copy of court roll; or a tenure for which the tenant has nothing to show, except the rolls made by the steward of the Lords' Court.

**Copyright.**—The legal right which an author has in his own original production; the exclusive right to print, publish, and sell his own literary, scientific, or artistic productions, for his own benefit, during a certain period.

**Counsel.**—One who gives advice in legal matters; also, collectively the legal advocates united in the management of a case.

**Court.**—1. The hall, chamber, or place where justice is administered. 2. The persons officially assembled under authority of law for the administration of justice. 3. A judge or judges sitting for the hearing or trial of causes. 4. The session of a judicial assembly.

**Covenant.**—A mutual agreement of two or more persons or parties, in writing and under seal, to do or to refrain from some act or thing; a contract.

**Covert.**—Married.

**Crime.**—Any violation of law, either divine or human; an omission



of duty which is commanded or the commission of an act which is forbidden by law.

**Crim. Con.**—Criminal conversation ; illicit connection.

**Cross-examination.**—The examination of a witness by the party opposed to the party who called him and who examined or was entitled to examine him in chief.

**Culprit.**—A person who is guilty or supposed to be guilty of a crime.

**Custom.**—Such a usage as by common consent and uniform practice has become the law of the place.

**Damages.**—The indemnity recoverable by a person who has sustained injury either in person, property, or relative rights through the act or default of another.

**Days of Grace.**—Certain days allowed to the acceptor of a bill or the maker of a note in which to make payment, in addition to the time contracted for by the bill or note itself.

**De bene esse.**—A phrase applied to certain acts deemed for the time to be well done, or until an exception or other avoidance.

**De facto.**—Actually ; in fact. A term used to denote a thing actually done.

**Debt.**—A sum of money due by a certain and express agreement. All that is due a person in any form of obligation or promise. Any claim for money.

**Decree.**—The judgment or sentence of a court of equity.

**Deed.**—A written instrument under seal containing a contract or agreement, which has been delivered by the party to be bound and accepted by the obligee.

**Default.**—The non-performance of a duty, whether arising under a contract or otherwise.

**Defeasance.**—An instrument which defeats the force or operation of some other deed or estate.

**Defect.**—The want of something required by law.

**Defence.**—A forcible resistance of an attack by force. The denial of the truth or validity of a complaint.

**Defendant.**—A party sued in a personal action.

**De jure.**—From the law ; by the law.

**Demand.**—A claim or legal obligation. A requisition or request to do a particular thing specified under a claim of right on the part of the person requesting.

**Demise.**—A conveyance, either in fee, for life, or for years.

**Demurrer.**—An allegation that, admitting the facts of the preceding pleading to be true as stated by the party making it, he has yet shown no cause why the party demurring should be compelled by the court to proceed further.

**De novo.**—Anew ; afresh.

**Deponent.**—One who gives a deposition under oath ; who gives written testimony to be used as evidence in a court of justice ; affiant.

**Deposition.**—Testimony taken down in writing before some competent authority, and in reply to interrogatories and cross-interrogatories.

**Derelict.**—A thing voluntarily abandoned or utterly forsaken by its proper owner. A tract of land left dry by the sea, and fit for cultivation.

**Dernier resort.**—The last resort.

**Descent.**—Hereditary succession to an estate. The ordinary succession from parents.

**Detainer.**—Keeping possession of that which belongs to another. In English law, a writ for detaining any one in custody, when once arrested.

**Detinet.**—He detains ; he keeps.

**Devastavit.**—He wasted.

**Deviation.**—The voluntary departure of a ship, without necessity, from the regular course of the voyage insured, thus releasing the insurers from their responsibilities.

**Disable.**—To deprive of legal right or qualification ; to render legally incapable.

**Disbar.**—To expel from the bar, or not permitted to further practice in a court.

**Disclaimer.**—1. A denial or disavowal of a claim, title, interest, or trust of an interest or estate. 2. A plea containing an express denial to the statements of a plaintiff or other person in any action at law.

**Dispossession.**—Deprivation of possession of property, by some process of law, and an order from the court.

**Disseizee.**—A person disseized, or put out of possession of an estate unlawfully.

**Dissolve.**—To annul; to rescind; as, to dissolve an injunction.

**Distress.**—The act of distraining; taking possession of personal chattels, without process of law, from one who does not pay rent; that which is taken by distraining to procure satisfaction.

**Divorce.**—A dissolution of the marriage contract by a court or other body having competent authority. This is properly a Divorce, and called technically, Divorce *a vinculo matrimonii*—from the bans of matrimony. The separation of a married woman from the bed and board of her husband—*a mensa et thoro*—from board and bed.

**Domain.**—1. Ownership of land; 2. Absolute proprietorship; 3. An estate or patrimony which one has in his own right. *Public Domain*, the territory belonging to a State or to the general government; public lands. *Right of Eminent Domain*, that superior domain of the sovereign power over all the property within the State, including that previously granted by itself.

**Domicile.**—A permanent home and principal establishment where one always returns after absence.

**Dominant Estate.**—The tenement or estate to which a servitude or easement is due from another estate, the estate over which the servitude extends being called the Servient Estate.

**Dormant Partner.**—A partner who takes no share in the active business of a company or partnership, but is entitled to a share of the profits, and subject to a share in losses;—called also *Silent Partner*.

**Dower.**—1. The property with which a woman is endowed; especially that which a woman brings to a husband in marriage. 2. That

portion of the real estate of a man which his widow enjoys during her life, or to which a woman is entitled after the death of her husband.

**Due-bill.**—A brief written acknowledgment of a debt; not made payable to order, and not transferable by endorsement, like a promissory note.

**Duress.**—The state of compulsion in which a person is induced by the unlawful restraint of his liberty, or threatened violence, to make a deed or contract, or to discharge one, or to commit an offence.

**Earnest.**—Money advanced as a pledge to bind the parties to the performance of a bargain and prove the sale.

**Easement.**—A liberty, privilege, or advantage without profit, which one proprietor has in the estate of another proprietor, distinct from the ownership of the soil, as, a way through his lands, water-course, etc. It is a species of *Servitude*.

**Embezzlement.**—The fraudulent appropriation of anything that has been entrusted to one's care and management. It differs from theft so far that the latter implies a wrongful taking of another person's property; whereas embezzlement denotes the wrongful use of what came into his possession by right.

**Emblement.**—The right of the produce or fruits of land sown or planted; the growing crops of those vegetable productions of the soil, such as grain, roots, etc.

**Embrace.**—To attempt to influence corruptly, as a jury.

**Eminent Domain.**—(See Domain.)

**Enact.**—To decree; to establish by legal authoritative act; to make into a law, or establish by law.

**Enceinte.**—Pregnant, with child.

**Encumbrance.**—Every right to, or interest in, an estate to the diminution of its value, but not impeding the passing of the fee by a conveyance, as a mortgage, a lien for taxes, a judgment, etc.

**Entail.**—An estate entailed, or limited in descent to a particular heir and heirs. The rule by which the descent is fixed or settled.

**Enter.**—1. To go into or upon lands, and take actual possession of



them. 2. To place in regular form before the court, usually in writing; to put upon its records, as, to *Enter* a writ, appearance, or rule.

**Equity.**—An equitable claim. A system of jurisprudence administered in Courts of Equity, supplemental to law, the object of which is to supply the deficiencies of the courts of law, and render the administration of justice more complete, by affording relief where the courts of law are incompetent to give it, whereby certain classes of rights become excluded from the benefit of their protection.

**Equity of Redemption.**—The advantage allowed to a mortgagor of a certain time to redeem lands mortgaged, after they have been forfeited at law by the non-payment of the sum of money due to the mortgagee at the appointed time.

**Error.**—A mistake in the proceedings of a court of record in matters of law or of fact.

**Error, Writ of.**—An original writ, which lies after judgment in an action at law, in a court of record, to correct some alleged error in the proceedings.

**Escheat.**—The falling or reverting of real property to the State, as original and ultimate proprietor, by reason of a failure of persons legally entitled to hold the same.

**Escrow.**—A deed or bond delivered to a third person, to hold till some act is done or some condition is performed, and which is not to take effect till the condition is performed.

**Estate.**—The interest which any one has in lands, tenements, or other effects; as an estate for life, for years, at will, etc.

**Estoppel.**—The stopping one's setting up a fact or denying one, where his previous conduct has implied the contrary.

**Eviction.**—Dispossessing a person of lands or tenements by due process of law.

**Evidence.**—That which is legally submitted to a competent tribunal, as a means of ascertaining the truth of any alleged matter of fact under investigation before it.

**Exception.**—An objection taken in the course of a trial, or as to the decision of a judge in the course of a trial, or in his charge to a jury.

**Excise.**—The taxes or duties levied on commodities consumed at home; distinct from customs, which are duties levied on imports and exports.

**Execution.**—A judicial process for obtaining possession of anything recovered by judgment of law; execution of a will or deed.

**Executor, Executrix.**—One appointed by a person's last will to manage his estate and execute his will.

**Exemption.**—Free from that which binds others in respect to duty, taxes; exempt from service on jury, military service, etc.

**Ex officio.**—Officially; by virtue of the office.

**Ex parte.**—A statement is called *Ex parte* where only one of the parties gives an account of a transaction in which two or more are concerned.

**Ex post facto.**—Something done after another thing committed before, or where a law is made to meet a particular offence committed previously.

**Extempore.**—Off-hand; without delay or premeditation.

**Extortion.**—The unlawful taking by a public officer, under pretence of his office, of any money or other gift, when none is legally due, or where less is due than the sum demanded. It is an offence punishable at common law.

**Extradition.**—An International law, the delivering up of a party charged with crime, a fugitive from justice, to the foreign government to which he belongs.

**Fac-simile.**—Do the same; a close imitation.

**Falsifying.**—Proving a thing to be false; as, falsifying records; giving false testimony, false judgment, etc.

**False Imprisonment.**—The deprivation of a man's liberty in an unlawful manner.

**Fee.**—An estate of inheritance, or the interest which a man has in land or some other immovable.

**Fee-simple.**—When the estate is free and unconditional. An estate of inheritance.

**Fee-tail.**—When the estate is limited to certain heirs according to the will of the first donor.

**Felo de se.**—A self-murderer ; a suicide.

**Felony.**—A heinous crime ; including, generally, all capital crimes below treason, and understood to comprise every species of crime which occasioned, at common law, the forfeiture of lands and goods. The term includes murder, manslaughter, *Felo de se*, burglary, robbery, larceny, forgery, arson, and rape.

**Feme Covert.**—A married woman under covert or protection of her husband and not liable to action.

**Feme Sole.**—A single or unmarried woman.

**Feme Sole Merchant.**—A married woman, but who carries on trade apart from her husband.

**Feoffment.**—A gift or grant of any manors or tenements to another, in fee-simple, for him and his heirs forever. In every Feoffment, the giver or grantor is called the Feoffer, and he who receives it, the Feoffee.

**Fiat.**—*Let it be done.* A short order or warrant of some judge for making out and allowing certain processes.

**Fiction.**—In law, a supposition that a thing is true, so that it may have the effect of truth as far as is consistent with equity.

**Fiduciary.**—One who holds property or other goods in trust for another ; a trustee.

**Fieri Facias.**—That you cause to be made ; a writ of execution.

**Finding.**—The result of a judicial examination or inquiry, especially into some matter of fact ; that which is found by a jury ; a verdict.

**Fine.**—1. A penalty for an offence committed. 2. A formal conveyance of lands by acknowledging a perfect acquiescence before a judge ; a sum of money paid for the tenure of lands and tenements.

**Flaw.**—Any error or omission in indictments, or declarations, which invalidates the proceedings : as a flaw in a will, in a deed, or in a statute.

**Force.**—Strength or power exercised without law, or contrary to law upon persons or things ; violence.

**Forcible Entry and Detainer.**—The entering upon and taking and withholding of land and tenements by actual force and violence, and with a strong hand, to the hindrance of the person having the right to enter.

**Foreclosure.**—The act or process of foreclosing, or depriving a mortgagor of the right of redeeming a mortgaged estate, or, as it is said, cutting him off from his equity of redemption.

**Foreign Bill.**—A bill drawn in one country or State, and payable in another, as distinguished from an inland bill, which is one drawn and payable in the same country. The different States of the Union are foreign to each other for this purpose.

**Forfeiture.**—The losing of some right ; expulsion ; the punishment of an illegal act, according to which the owner of property is deprived of all interest therein, and the property delivered to the injured party by way of recompense.

**Forgery.**—The fraudulent making or alteration of any record, deed, or writing, to the prejudice of another man's right, particularly counterfeiting the signature of another with intent to defraud ; the making of a thing in imitation of another thing.

**Forma Pauperis.**—That is, *In the Form of a Pauper*. A form in which any one may have writs or subpoenas free who swears that he is not worth a certain small sum, and brings a certificate from some lawyer that he has just cause of suit. In that case he has counsel assigned, and is released from costs of suit, etc.

**Forum.**—A court ; a place of justice.

**Franchise.**—A particular privilege conferred by grant from a sovereign or a government, and vested in individuals ; an immunity or exception from ordinary jurisdiction.

**Fraud.**—An act or instrumentality by which unfair or unlawful advantage is sought to be gained deceitfully. Using fraud in making contracts ; a fraudulent bargain.

**Freehold.**—Land and tenements held in fee-simple, fee-tail, or for life.



**Freeman.**—One who enjoys or is entitled to a franchise or peculiar privilege ; as, the freeman of a city or State.

**Fugitive.**—One who has fled or deserted, and taken refuge under another power, or one who has fled from punishment.

**Fugitive from justice.**—One who, having committed a crime in one jurisdiction, flees or escapes into another to avoid punishment.

**Garnishee.**—One in whose hands the property of another has been attached, in a suit against the latter by a third person ; and who is garnished or warned of the proceeding, and has notice of what is required of him in reference to it.

**Garnishment.**—Warning, or legal notice to one to appear and give information to the court on any matter.

**Gift.**—A voluntary transfer of real or personal property, from one to another, without any consideration. It can be perfected only by deed in case of real property, or by an actual delivery of possession in case of personal property.

**Good-will.**—The custom of any trade or business ; the tendency or inclination of persons, old customers, and others to resort to an old established place of business ; the advantage accruing from such tendency or inclination.

**Grant.**—A transfer of property by deed or writing ; especially an appropriation or conveyance made by the government ; as, a grant of land.

**Guaranty.**—1. To undertake or engage that another person shall perform what he has stipulated ; 2. To undertake to be answerable for the debt or default of another ; 3. To engage to answer for the performance of some promise or duty by another in case of a failure by the latter to perform.

**Habeas Corpus.**—*You may have the body.* A writ having for its object to bring a party before a court or judge ; especially, one to inquire into the cause of a person's imprisonment or detention by another, with the view to protect the right of personal liberty.

**Habendum.**—*To have.* One of the principal parts of a deed, so called because it begins with this word, signifying *to have*. It follows that part of the deed called the Premises. Its office is to determine the quantity of estate granted.

**Hearsay Evidence.**—The testimony that a witness may give upon what he may have heard, but of which he has no personal knowledge.

**Heir.**—One who receives, inherits, or is entitled to succeed to the possession of any property after the death of its owner ; one in whom the title to an estate vests on the death of the proprietor ; one on whom the law bestows the title or property of another at the death of the latter ; one who receives any endowment from an ancestor or relation.

**Heir Apparent.**—One whose right to an estate is indefeasible if he survives the ancestor, in distinction from *Presumptive Heir*

**Heir at Law.**—One who after his ancestor's death has a right to inherit all his intestate estate.

**Heir by Devise.**—One who has no other right or interest in the lands devised to him by will than the will of the testator gives him.

**Heir Presumptive.**—One who, if the ancestor should die immediately, would be his heir, but whose right to the inheritance may be defeated by the birth of a nearer relative, or by some other contingency.

**Heiress.**—The female heir to a man having an estate of inheritance in lands ; and where there are several joint heirs they are called *Co-Heirs* or *Co-Heiresses*.

**Hereditament.**—All the property that may be inherited or come to the heir ; lands, tenements, all movable things, whether corporeal or incorporeal, which a man may have, to him or his heirs, real, personal, or mixed.

**Highway.**—A public or free street, road, or way by land or water, open to all.

**Homicide.**—The killing of any human being by the act of man, of which there are three kinds : *Justifiable*, if caused by unavoidable necessity ; *excusable*, if it happened by misadventure ; and *felonious*, if done without excuse.

**Homestead.**—A person's dwelling-place, with that part of his landed property which is about and contiguous to it.

**Hush Money.**—A bribe to secure silence ; money paid to a person not to reveal information or disclose facts.

**Hypothecate.**—To confer on a creditor a right in or to a thing, by which the creditor obtains the power to cause that thing to be sold for the discharge of a debt or engagement out of the proceeds; to subject, as property, to liability for a debt or engagement without delivery of possession; to mortgage, as ships or other personal property.

**Idiot.**—One who has had no understanding or intelligence from his birth, and therefore is presumed by law never likely to attain any. The law declares that a man is not an idiot if he has any glimmer of reason, so that he can tell his parents, his age, or such common matters; but a man who is born deaf, dumb, and blind is looked upon by the law in the same light as an idiot.

**Ignoramus.**—"We are ignorant"—written on a bill of indictment by a grand jury, when the evidence is not sufficient to put the person on trial.

**Ignore.**—To throw out as false or ungrounded; said of a bill rejected by a grand jury for want of evidence.

**Illicit.**—Not allowed or permitted by law; as an illicit trade; an unlawful and mischievous transaction.

**Impanel.**—The writing down of the names of a jury; to complete, or enroll, as a list of jurors in a court.

**Impeach.**—To charge with a crime or misdemeanor; to accuse; especially, to charge, as an officer, with misbehavior in office; to cite before a tribunal for judgment of official misconduct; to impeach a judge, etc.

**Impeachment.**—The act of impeaching. The accusation of a person for crimes and misdemeanors, and impropriety of official conduct.

**Impose.**—To lay as a charge; obligation, tax, duty; to enjoin; to impose as a tribute.

**Imports.**—Duties or taxes laid on goods imported into a country, by the government.

**Imprisonment.**—The act of imprisoning; confinement in a prison; deprived of liberty. *False Imprisonment*, is confinement of the person, or restraint of liberty, without legal or sufficient authority.

**Improvement.**—In Patent laws, the term applied when an addi

tion of some useful thing to a machine, manufacture, or composition of matter is made.

**Incapable.**—Unqualified in a legal sense ; not having the constitutional qualifications.

**Incendiary.**—Any person who sets fire to a building.

**Incident.**—Something appertaining to, and depending on, another called the *principal*.

**Incompetency.**—Want of legal fitness to be heard or admitted as a witness, or to act as a juror, in the trial of a cause.

**Incorporeal.**—Existing only in contemplation of law ; not capable of actual visible possession. *Incorporeal Hereditament*, a right issuing out of a thing corporeal (whether real or personal), or concerning or exercisable within the law.

**Incumbrance.**—A burden or charge upon property ; a legal claim or lien upon an estate.

**Indemnity.**—Exemption from damages or loss ; security to save harmless. *Act of Indemnity*, a law passed in order to relieve persons from some penalty to which they are liable in consequence of acting illegally, in consequence of exceeding the limits of their strict constitutional powers.

**Indenture.**—An agreement or contract made between two or more persons ; so called because originally the papers or parchments were indented or cut scalloped, so as to correspond with another writing containing the same words.

**Indicia.**—Discriminating signs ; marks ; badges ; tokens ; indications.

**Indictment.**—A written accusation and formal charge of a crime preferred to a court by a grand jury.

**Indorse.**—To write one's name upon the back of a paper, for the purpose of transferring it, or to secure the payment of a sum of money ; to guarantee the fulfilment or performance of an obligation.

**Inducement.**—Any matter stated by way of explanation, preamble, or introduction to the main allegations of a pleading.

**In esse.**—In being.

**In extremis.**—In the last moments ; near death.

**Infamy.**—The loss of character, or public disgrace, which a convict



incurs, and by which a person is at common law rendered incompetent as a witness.

**Infancy.**—The state or condition of one under age ; or under the age of twenty-one years ; nonage ; minority.

**Infringement.**—In Patent law, the act of violating the right of another ; the unlawful interference with a patent or copyright.

**Inherit.**—To take as heir at the death of the ancestor ; to receive as a right or title by law.

**Inheritance.**—A perpetual right to an estate in a man and his heirs ; an estate which a man has by descent as heir to another ; an estate derived in due course of law.

**Injunction.**—A writ granted by a court of equity, and, in some cases, under statutes, by a court of law, whereby a party is required to refrain from certain acts.

**In propria persona.**—In his own person.

**Inquest.**—An examination under authority of a court ; an inquiry into any matter, civil or criminal, by a jury. The grand jury is often called the Grand Inquest.

**Inquiry.**—Seeking for information ; examination into facts. *Writ of Inquiry* is an instrument in writing issued in certain actions at law, where the defendant has suffered judgment to pass against him by default.

**Insolvent.**—One who can not pay his debts ; a condition of bankruptcy.

**Insolvent Law.**—A law affording relief to insolvent debtors.

**Insurance or Assurance.**—A contract between parties, for a stipulated premium, to make good any loss which another may sustain by fire, shipwreck, or other cause specified in the policy of insurance.

**Interdict.**—An order of a court prohibiting some act, having the like purpose and effect with a Writ of Injunction.

**Interlocutory Order.**—An order which does not decide the cause itself, only some intervening matter relating to it.

**International Law.**—The law that pertains to the friendly relations between nations.

**Inter nos.**—Between ourselves.

**Interpleader.**—A proceeding in which a person owes a debt to one of the parties in suit, but till the termination of it he knows not to which, and he desires that they may *Interplead* or settle their claims between themselves, that he may be safe in the payment.

**Interregnum.**—A space between two reigns.

**In terrorem.**—By way of warning.

**In transitu.**—On the passage.

**Intervention.**—The act by which a third person, to protect his own interest, interposes and becomes a party to a suit pending between other parties.

**Intestate.**—A person who dies without making a valid will. Not devised or bequeathed.

**Inventory.**—A schedule of all the goods and chattels, and sometimes of the real estate of a deceased person.

**Investiture.**—The action of investing; giving possession. The grant of land or a feud was perfected by the ceremony of corporeal investiture, or open delivery of possession.

**Invoice.**—In commercial law, a written account of goods sent by a merchant to a purchaser, with the value and charges appended.

**Ipso Jure.**—By the law itself.

**Issue.**—1. The children begotten between a man and his wife. 2. The profits arising from lands, tenements, fines, etc.

**Jointure.**—A settlement of lands and tenements made over by the husband to the wife, to be enjoyed after his decease.

**Judgment.**—The sentence of the court pronounced by the judge on the matter in the record in cases of default, when the defendant puts in no plea; or of confession, when the defendant acknowledges the action; or upon demurrer, when the defendant pleads a bad plea in bar; or upon a non-suit or retraxit, when the plaintiff withdraws or abandons the prosecution. Judgments are either *interlocutory*, that is, given in the middle of a cause or some intermediate point; or *final*, so as to put an end to the action.

**Judicature.**—The power of distributing justice by legal trial and

determination. A court of justice. Extent of jurisdiction of a judge or court.

**Judiciary.**—That branch of government in which judicial power is vested.

**Jurisdiction.**—The legal power or authority invested in any individual or court, of doing justice in the causes brought before them.

**Jurisprudence.**—The science of law; a knowledge of the laws, or skill in interpreting and applying them; also the laws themselves.

**Jury.**—A body of men, selected according to law, and sworn to inquire into and try any matter of fact, and to declare the truth of it on the evidence presented.

**Jury of Inquest.**—Commonly called a Coroner's Jury. Summoned in cases of sudden or violent death, to try into the cause.

**Jure gentium.**—By the law of nations.

**Justification.**—The showing of a sufficiently good reason in a court why one has done the thing for which he is called to answer.

**Laches.**—Neglect to do a thing at the proper time. Negligence from which damages may arise.

**Landing Charges.**—Fees paid on goods unloaded from a vessel.

**Lapsed Devise or Legacy.**—A devise or legacy which fails or takes no effect, in consequence of the death of the devisee before that of the testator, or for other cause.

**Larceny.**—The felonious and fraudulent taking away the personal goods of another. Grand and Petit Larceny are distinctions depending on the nature and value of the property taken.

**Lease.**—A letting of lands or tenements to another for a term of years, or at will, for a rent or other compensation.

**Leasehold.**—Lands or tenements held by virtue of a lease, or conveyance, from the party having a right so to dispose of them.

**Legacy.**—A bequest or gift by testament of any personal effects; the person bequeathing is called the *testator*, and the person to whom it is bequeathed the *legatee*.

**Legitimate.**—Lawfully begotten or born; born in wedlock; as, legitimate heirs or children. In accordance with established law.

**Letter of Advice.**—A letter written by a merchant to his correspondent advising or giving him notice of what bills he has drawn upon him.

**Letter of Attorney.**—A writing whereby a person constitutes another to do a lawful act in his stead, as to receive debts, etc.

**Letter of License.**—An instrument or writing granted by a person's creditors, allowing him a certain time for the payment of his debts, by which means he is enabled to prosecute his business without legal molestation.

**Letters Testamentary.**—An instrument granted by the proper officer to an executor after probate of a will, authorizing him to act as executor.

**Levari facias.**—That you cause to be levied; a writ of execution.

**Levy.**—The taking or seizure of property on executions to satisfy judgments, or on warrants for the collection of taxes. To commence and carry on a suit for assuring the title to lands or tenements.

**Lex talionis.**—The law of retaliation in kind.

**Libel.**—(See article LIBEL AND SLANDER.)

**Lien.**—A legal claim; a charge upon real or personal property for the satisfaction of some debt or duty; the right which a creditor has to retain the property of his debtor, until the debt has been paid.

**Life Estates.**—Estates not of inheritance, but simply during the life of the possessor.

**Limitation.**—A certain period limited by statute after which the claimant shall not enforce his claims by suit.

**Loco Parentis.**—In the place of the parent.

**L. S., Locus Sigilli.**—The place of the seal.

**Lode.**—A metallic vein, or any regular vein or course.

**Lynch Law.**—The practice of punishing men for crimes by private, unauthorized persons, without a legal trial. This term is derived from a Virginia farmer, named *Lynch*, who thus took the law of punishing offenders into his own hands.



**Maihem, or Mayhem.**—A corporal wound or hurt, by which a man loses the use of a limb or member of the body ; deprivation of something essential.

**Mainprise.**—The surrendering a person into friendly custody, upon giving security that he shall be forthcoming at the time and place required.

**Maintenance.**—In Criminal law, an officious intermeddling between others, by assisting either party with money or means to prosecute or defend.

**Majority.**—Being of age, *i. e.*, twenty-one years or more.

**Malfeasance.**—The doing of some illegal act which a person ought not to do.

**Malicious.**—With wicked or mischievous intentions or motives.

**Malicious Abandonment.**—The desertion of a wife or husband without just cause.

**Malicious Prosecution.**—A wanton prosecution or arrest, by regular process in a civil or criminal proceeding, without probable cause.

**Malum in se.**—Bad in itself ; an evil in its own nature.

**Mandamus.**—“ We command.” A writ issued by a superior court and directed to some inferior tribunal, or to some corporation or person exercising public authority, commanding the performance of some specified duty.

**Manifest.**—A list or invoice of a ship's cargo, containing a description by marks, numbers, etc., of each package of goods, to be exhibited at the Custom House.

**Manslaughter.**—The unlawful killing of a man without malice, express or implied.

**Mayor.**—The chief executive magistrate of a city.

**Mesne Process.**—An intermediate process, issuing pending the suit, upon some collateral matter ; also, all such processes as intervene between the beginning and end of a suit.

**Messuage.**—A dwelling-house with its adjoining land, appropriated to the use of a household.

**Misdemeanor.**—An offence less than a felony. Crimes and Misdemeanors are synonymous terms, though, in common usage, the word crime is made to denote such offences as are of a more atrocious kind ; while smaller faults and omissions of less consequence are comprised under the name of Misdemeanors.

**Misfeasance.**—A trespass ; the improper doing of an act which a person might lawfully do.

**Misprison.**—Any high offence under the degree of capital, but approaching thereto. Misprisons are negative and positive. Negative when they consist in the concealment of something which ought to have been revealed ; and Positive when they consist in the commission of something which ought not to have been done.

**Mitigation of Punishment.**—Remitting the severity of sentence.

**Mittimus.**—A writ for removing and transferring of records from one court to another ; also, a precept in writing, under the hand and seal of a Justice of Peace, directed to the jailor, for the receiving and safe keeping of an offender, until he is delivered by law.

**Modus.**—The arrangement of expressing the terms of a contract or conveyance. Land, money, or a yearly pension given to a person as a composition or satisfaction is lien of his tithes in kind.

**Moiety.**—One-half, or one of two equal parts ; as a Moiety of an estate, of goods, or of profits.

**Mortgage.**—A conveyance of property, upon condition, as security for the payment of a debt or the performance of a duty, and to become void upon payment or performance ; now simply a lien.

**Motion in Law.**—An application in court either by the parties themselves or their counsel, in order to obtain some order or rule of court.

**Movables.**—Property not fixed or real ; personal chattels ; goods that may be moved from place to place.

**Murder.**—The act of wilfully and feloniously killing a human being with malice prepense.

**Mutatis Mutandis.**—Changing what ought to be changed.

**Mutiny.**—A revolting from lawful authority, particularly among sailors and soldiers ; to rise against one's superior officer.

**Naturalization.**—The act of investing an alien with the rights and privileges of a citizen.

**Ne Exeat.**—A writ to restrain a person from leaving the country, originally applicable to purposes of state, now an ordinary process of courts of equity, resorted to for the purpose of obtaining bail or security to abide a decree.

**Nisi Prius.**—*Unless before.* Applied to terms of court ; held generally by a single judge, with a jury, for the trial of jury causes.

**Nolle Prosequi.**—An acknowledgment or agreement by the plaintiff, or prosecuting attorney, that he will not further the suit, as to the whole or part of the cause of action.

**Nole Contendre.**—A plea, by the defendant, in a criminal prosecution, equivalent to that of guilty, for all the purposes of that prosecution.

**Non est factum.**—The general issue in an action of debt on bond.

**Non est inventus.**—The return of a sheriff on a writ, when the defendant is found in his county.

**Nonfeasance.**—An omission of what ought to be done.

**Non pros.**—A judgment entered against the plaintiff in a suit where he does not appear to prosecute ; a discontinuance of further proceedings in criminal cases.

**Non-suit.**—The name of a judgment given against the plaintiff when he is unable to prove his case, or when he refuses or neglects to proceed to the trial of a cause after it has been put at issue without determining such issue.

**Notary Public.**—A public officer who attests, or certificates, deeds, and other writings, usually under his official seal, and to make them authentic in another country. His duties chiefly relate to instruments used in commercial transactions.

**Nudum pactum.**—A contract not binding in law from want of consideration.

**Nuisance.**—Any annoyance which tends to the hurt or inconvenience of another.

**Nuncupative Will.**—A will or testament made by word of mouth only, and depending on oral testimony for proof, though afterward reduced to writing.

**Oath.**—An affirmation or denial of anything before one or more persons who have authority to administer the same, for the discovery and advancement of truth and right, calling God to witness that the testimony is true.

**Oath of Allegiance.**—The oath which the person takes when about to become a citizen of the United States.

**Obligation.**—A bond containing a penalty on condition of not performing certain covenants annexed.

**Ordeal.**—An ancient form of trial to determine guilt or innocence practiced by the rude nations of Europe, and still practiced in many parts of the East.

**Ordinance.**—A statute or law; a rule established by authority. Usually applied to the laws of a city.

**Ordinary.**—An officer who has original authority and powers in his own jurisdiction. A judicial officer having powers such as surrogate or judge of probate.

**Original Writ.**—The beginning or foundation of a suit; and is a mandatory order from the court or judge.

**Overt Act.**—An open act, capable of being sustained by legal proof.

**Oyer and Terminer.**—A commission directed to the judges and other gentlemen of the courts to which it is issued, by virtue whereof they have power to hear and determine treasons, felonies, etc.

**Pains and Penalties.**—In English law, an act of Parliament to inflict pains and penalties beyond or contrary to the common law, in the particular cases of great public offenders.

**Panel.**—A roll containing the names of the jurors, whom the court or authorized officer returns to serve on trial.

**Parcenary.**—Holding lands and tenements in copartnership by two or more persons. A joint tenancy in common.

**Parol.**—By word of mouth; an oral declaration; as Parol evidence.

**Parol Contract.**—Any contract not of record or under seal, whether oral or written.



**Particeps Criminis.**—A partaker in the guilt of another, not as a principal, but an accessory.

**Partition.**—The division of lands, tenements, etc., among co-heirs or parceners.

**Partnership.**—An association of two or more persons to carry on some branch of business in common ; a firm or house. *Silent Partnership*, one in which capital only is furnished by one or more partners, having no action, direction, or co-operation in the business. (See article Partnership.)

**Passport.**—A license or letter from one government to another granting liberty to a person to pass through a foreign country.

**Patent.**—A privilege from the government granted by LETTERS PATENT, conveying to the individual or individuals therein specified, the sole right to make, use, or dispose of some new invention or discovery, for a certain specified time.

**Penal Code.**—A code of laws concerning the punishment of crimes.

**Penalty.**—A fine or forfeiture by way of punishment. The law inflicts *Penalties*, sometimes pecuniary and sometimes personal, and the non-fulfilment of a bond or other agreement, subjects the party to the Penalties therein expressed.

**Per capita.**—By the head. A division equally among individuals.

**Peremptory Challenge.**—A challenge or right of challenging jurors, without showing cause.

**Perjury.**—The act of knowingly and wilfully taking a false oath in a court of justice, by a witness lawfully required to depose the truth in a matter of some consequence to the point in question. A false oath, therefore, taken before no court, or before a court incompetent to try the issue in question, does not constitute the offence of Perjury.

**Per se.**—By himself (itself).

**Piracy.**—The act or crime of robbing on the high-seas ; the taking of property from others by open violence, with intent to steal, and without lawful authority, on the sea.

**Placer.**—A gravelly place where gold is found.

**Plaintiff.**—The person who commences an action or suit to obtain a remedy for an injury to him or to his rights.

**Plea.**—That which is alleged by a party in support of his cause ; the defendant's answer to the plaintiff's declaration.

**Pleadings.**—The mutual altercations between the plaintiff and defendant, or written statements of the parties in support of their claims.

**Pledge.**—Personal property delivered to, or deposited with, another as security for a debt or engagement. *Dead Pledge*, a mortgage. *Living Pledge*, the conveyance of an estate to another for money borrowed, to be held by him until payment out of the rents and profits.

**Pluries.**—Very often a third writ after two have issued against a defendant.

**Police.**—That branch of administrative justice which extends to the prevention of crimes, by watching over public order, preventing breaches of the peace, removing nuisances, etc., of a city or incorporated town.

**Policy of Insurance.**—The instrument by which a contract of indemnity is effected between the insurer and the insured ; the writing containing the terms or conditions of a contract of insurance against loss by fire, at sea, or on life.

**Posse Comitatus.**—The armed power of the country, or the attendance of all persons charged by sheriff to assist him in the suppression of riots, etc.

**Postea.**—Afterward ; the endorsement of the verdict upon the record.

**Post-Mortem.**—After the death.

**Practice.**—The form, manner, and order of conducting and carrying on suits and prosecutions through their various stages, according to the principles of law, and the rules laid down by the courts.

**Precedent.**—A judicial decision which serves as a rule for future determination in similar or analogous cases ; an authority to be followed in courts of justice.

**Precept.**—A command in writing, sent out by a magistrate for bringing a person or a record before him.

**Presentment.**—A declaration or report made by a grand jury or others, of any offence to be inquired of in the courts to which it is presented.

**Presumptive Evidence.**—That which is derived from circumstances which necessarily or usually attend a fact, as distinct from direct evidence or positive proof.

**Presumptive Heir.**—One who would inherit an estate if the ancestor should die with things in their present state, but whose right of inheritance may be defeated by the birth of a nearer heir before the death of the ancestor.

**Prevarication.**—A pretence of undertaking anything for the purpose of preventing it from being undertaken in reality.

**Prima Facie Evidence.**—That evidence which is sufficient to establish the fact, unless rebutted or contradicted.

**Probate.**—Official proof before a competent officer that the instrument offered, purporting to be the last will and testament of a person deceased, is indeed his lawful act.

**Probate Court.**—A court for the probate of wills.

**Process.**—The whole course of proceedings in a cause, real or personal, civil or criminal, from the original writ to the end of the suit. *Original Process* is the legal method of compelling the defendant to appear in court. *Mesne Process* is that which issues, pending the suit, upon some collateral or interlocutory matter. *Final Process*, a writ of execution in an action of law.

**Proctor.**—An officer employed in Admiralty causes, answering to an *Attorney* at common law, and to a solicitor in equity.

**Prohibition.**—A writ to forbid any court from proceeding with a cause then depending, on suggestion that the adjudication thereof does not properly belong to that court.

**Pro rata.**—According to a proportion.

**Prosecution.**—The institution and carrying on of a suit in a court of law or equity; to obtain some right, or to redress or punish some wrong; the process of exhibiting formal charges against an offender before a legal tribunal, and pursuing him to final judgment on behalf of the State or government, as by indictment.

**Pro tanto.**—For so much.

**Protest.**—In Maritime law, a declaration made by the master of a vessel, before a notary, consul, or other authorized officer, upon his arrival in port after a disaster, stating the particulars of it, and showing that any damage or loss sustained was not owing to the fault of the vessel, her officers, or crew, but to the perils of the sea, etc. The act of a notary public on behalf of the holder of a bill or note, protesting against all parties liable for any loss or damage by the non-payment of the bill or note. Also against the proceedings of a court.

**Proxy.**—One who acts or stands for another in his absence.

**Quare clausum fregit.**—"Why he broke the close." An action for damages to real estate.

**Quarantine.**—The period of forty days, or less, during which time the crew and ship infected with contagious disease are obliged to remain in some appointed place, without holding intercourse with the shore. The time of quarantine varies in different countries.

**Quash.**—To abate, to annul, or to make void ; as to quash an indictment.

**Quid pro quo.**—A mutual consideration.

**Quo animo.**—With what intent.

**Quo Warranto.**—A writ to inquire by what authority, right, or title, any person or corporation holds a franchise, exercises an office, and the like.

**Ratification.**—The confirmation of an act, or decision. Giving force to a contract. Confirmation of a treaty.

**Real Property.**—Relating to things fixed, permanent, or immovable, as to real estate, opposed to personal or movable property.

**Real Action.**—An action for the recovery of real property.

**Real Assets.**—Lands or real estate in the hands of the heir, chargeable with the debts of the last owner.

**Receiver.**—One who receives stolen goods, knowing them to be stolen, and incurs the guilt of participating in the crime. A person appointed to take charge of the estate and effects of a corporation, and to do other acts necessary to the winding up of its affairs.



**Recognizance.**—A bond or obligation acknowledged in a court before a judge, with a condition which requires him to do some specified act.

**Recoupment.**—Reduction of plaintiff's damages in an action of agreement ; for defect in performance on his part.

**Reference.**—The act of submitting a matter in dispute to the judgment of one or more persons for decision. The process of sending any matter for inquiry to an officer in order that he may ascertain facts and report to the court.

**Remainder.**—An estate in lands, tenements, etc., limited to be enjoyed after the expiration of another estate.

**Replevin.**—An action to recover possession of goods and chattels which have been wrongfully taken or detained.

**Reprieve.**—A warrant for suspending the execution of a criminal.

**Rescission.**—The act of annulling a decree or judgment.

**Rescue.**—The violent taking away or causing to escape one that is taken by lawful authority.

**Residuary Clause.**—That part of the testator's will in which the residue of his estate is disposed of.

**Residuary Devisee.**—The person to whom the residue of real estate is devised by a will.

**Residuum.**—The remainder.

**Res integra.**—An entire matter.

**Respondent.**—The party who makes an answer to a bill or other proceeding in chancery.

**Retainer.**—The act of a client by which he engages an attorney or counsellor to manage a cause, either by prosecuting it when he is plaintiff or defending it when he is defendant. The retaining fee.

**Riot.**—A tumultuous disturbance of the peace by three persons or more, assembling of their own authority, with an intent mutually to assist each other against any one who shall oppose them in the execution of some enterprise of a private nature, and afterward actually executing the same in a violent and turbulent manner to the

terror of the people, whether the act intended were itself lawful or unlawful.

**Robbery.**—The felonious and forcible taking from the person of another goods or money to any value by violence or putting him in fear.

**Sale.**—An agreement by which one of two contracting parties, called the seller, gives a thing and passes the title to it in exchange for a certain price in current money to the other party, who is called the buyer or purchaser, who on his part agrees to pay such price.

**Salvage.**—A compensation given by the maritime law for services rendered in saving property or rescuing it from impending peril on the sea, or wrecked on the coast of the sea, or in the United States on a navigable river or lake where interstate or foreign commerce is carried on.

**Scintilla.**—A spark ; a very small quantity.

**Scire facias.**—"That you make known." A writ commanding the defendant to show cause why a specified thing should not be done.

**Scroll.**—A mark, intended to supply the place of a seal, made with a pen or other instrument of writing.

**Seal.**—An impression upon wax wafer or some other tenacious substance capable of being impressed.

**Search Warrant.**—A warrant requiring the officer to whom it is addressed to search a house or other place therein specified for property therein, alleged to have been stolen, and, if the same shall be found upon such search, to bring the goods so found, together with the body of the person occupying the same, before the justice or other officer granting the warrant, or some other justice of the peace or other lawfully authorized officer.

**Sedition.**—The raising commotions or disturbances in the State.

**Seisin.**—Possession with an intent on the part of him who holds it to claim a freehold interest.

**Separation.**—A cessation of cohabitation of husband and wife by mutual agreement.

**Set-off.**—A demand which a defendant makes against the plaintiff

in the suit, for the purpose of liquidating the whole or a part of his claim.

**Sine die.**—"Without day." Applied to an adjournment.

**Slander.**—Words spoken or written which are injurious to the character of another.

**Solicitor.**—A person whose business is to be employed in the care and management of suits depending in courts of chancery.

**Special Damages.**—The damages recoverable for actual injury incurred through the peculiar circumstances of the individual case, above and beyond those presumed by law from the general nature of the wrong.

**Specification.**—A particular and detailed account of a thing.

**SS.**—*Scilicet*: that is to say.

**Status.**—The condition of a person.

**Statute.**—A law established by the act of the legislative power.

**Stoppage in Transitu.**—A resumption by the seller of the possession of goods not paid for, while on their way to the vender, and before he has acquired actual possession of them.

**Sub-Lease.**—A lease by a tenant to another person of a part of the premises held by him.

**Subpoena.**—A process to cause a witness to appear and give testimony, commanding him to lay aside all pretences and excuses and appear before a court, or magistrate therein named, at a time therein mentioned, to testify for the party named, under a penalty therein mentioned.

**Suffrage.**—Vote; the act of voting.

**Suicide.**—Self-destruction.

**Suit.**—An action.

**Summon.**—To notify the defendant that an action has been instituted against him, and that he is required to answer to it at a time and place named.

**Surety.**—A person who binds himself for the payment of a sum of money, or for the performance of something for another who is already bound for the same.

**Sui Generis.**—"Of its own kind"; individual.

**Tenant.**—One who holds lands by any right, particularly one who occupies lands or tenements at a yearly rent, for life, a term of years, or at will.

**Tenure.**—The condition on which lands and tenements are held.

**Terre tenant.**—A person having the actual possession of land.

**Testament.**—The solemn act whereby a man declares his last will as to the disposal of his estate after his death.

**Title.**—A right which a person has to the possession of property.

**Tort.**—Any wrong or injury; a wrongful act for which an action will lie.

**Trade-Mark.**—A symbol, emblem, or mark used by a manufacturer on his goods, the legal right in which is recognized by law.

**Trespass.**—Any wrong done by one man to another, either to his person or his property.

**Trust.**—A confidence imposed by one man in another, giving him a right to receive the profits of lands.

**Trustee.**—One who has an estate or money put into his hands for the use of another.

**Usury.**—The taking more interest for the loan of money than is allowed by law.

**Vagrants.**—Beggars, strolling and idle persons, who wander from place to place, without any regular settlement.

**Venue.**—The place from which the jury come.

**Verdict.**—The report or determination of a jury upon any cause, civil or criminal.

**Vice versa.**—On the contrary.

**Vi et armis.**—By force and arms; by unlawful means.

**Viva voce.**—Verbally.

**Voire dire.**—A term applied to the examination of a witness previous to his examination in chief, to ascertain whether he is in any way incompetent to give evidence in relation to the matter on trial.



**Waiver.**—A relinquishment or a refusal to accept of a right.

**Warrant.**—A writ issued by a justice of the peace or other authorized officer, directed to a constable or other proper person, requiring him to arrest a person therein named, charged with committing some offence, and to bring him before that or some other justice of peace.

**Will.**—The disposition of one's property, to take effect after death.

**Witness.**—One who testifies under oath to what he knows.

**Writ.**—A mandatory precept issued by the authority and in the name of the Sovereign or the State, for the purpose of compelling the defendant to do something therein mentioned.



## PARLIAMENTARY PRACTICE.

### RULES OF PROCEEDINGS AND DEBATES IN PUBLIC MEETINGS.

The following is the most usual and convenient mode of organizing a meeting. The members being assembled together in the place, and at the time appointed for the meeting, one of them addresses himself to the others, requesting them to come to order, he thereupon requests the members to nominate some person to act as chairman of the meeting, the name or names proposed are voted upon until a choice is effected. The chairman then takes the chair, and proceeds in the same manner to complete the organization of the meeting by the choice of a secretary, and such other officers as may be deemed necessary.

The presiding officer is usually denominated the president, though sometimes he is called the chairman, and the recording officer the secretary. Sometimes there are one or more vice-presidents.

### *Quorum.*

In order to transact business it is necessary that a certain number, called a quorum, of members be present. The number necessary to constitute a quorum may be fixed by the rules of the society or meeting, but if there is no rule on the subject, the majority of the members composing the society constitute a quorum. Until a quorum is present no business can regularly be entered upon. If at any time during the proceedings, it should appear that no quorum is present, the meeting must be immediately adjourned.

The duties of the presiding officer are the following :

To open the meeting at the time to which it is adjourned by taking the chair, and calling the meeting to order.

To announce the business before the meeting in the order in which it is to be acted upon.

To receive and submit in the proper order all motions and propositions presented by the members.

To put to vote all questions which are regularly moved, or which arise in the course of the proceedings, and to announce the result.

To preserve order during the debate.

To inform the assembly when necessary, or when referred to for the purpose, in a point of order or practice.

To name the members who are to serve on committees, when directed to do so in any special case, or when it is his duty to do so.

### *Reading of the Minutes.*

The presiding officer having taken the chair, and a quorum being present, the minutes are read. If there be any mistakes in the record, these are amended, and then the minutes are adopted. The minutes being a record of facts, any error subsequently discovered may be amended at any time. This may be done by unanimous consent; or, if objections be made, then any member who voted in the affirmative on their adoption, can move a reconsideration of the motion to adopt. This last motion prevailing, the minutes are open to amendment; and after being amended, the motion on their adoption as amended is put.

### *Presiding Officer.*

In the absence of the president, or in case he declines, the vice-president takes the chair. If more than one vice-president, then they take it in their numerical order, unless the association, by vote, designate a particular one. If neither president nor vice-president be present, some member is called to act temporarily as chairman, on motion put by the mover thereof.

### *Recording Officer.*

In the absence of the secretary, or, if more than one, in the absence of all, a temporary secretary must be appointed on motion.

### *Arrangement of Business.*

This, in associations, is usually provided for in the by-laws. If not otherwise provided for, it is as follows: Reading the minutes; reports of standing committees; reports of special committees; special orders; unfinished business; new business. The election of new members, unless otherwise ordered, is always in order; and the election of officers ranks as a special order; but an election of members is not in order while other business is pending, or while a member has the floor.

### *Orders.*

There is only one case where a member has a right to insist on anything, and that is where he calls for the execution of an existing order. No debate nor delay can be had on it; but where it is for an order of the



day, fixing some particular business to be taken up, then the president, on call of a member, puts the question whether the association will proceed to the order of the day. If it is decided in the negative, that is, in effect, a reversal of the former order, and the association decides to proceed to other business.

### *Committees.*

Standing committees are appointed under the constitution or by-laws of the association, or by resolution, and sit permanently, while special committees are usually appointed by resolution to attend to some particular business, which being done, they are usually discharged.

It is always proper to place the mover of a successful motion on any committee arising through his resolution, and to name him first; but if the committee is upon an inquiry into his conduct, or where its deliberation concerns himself personally, or his manifest interest, the rule is not followed.

The first-named person acts as chairman of any committee. It is true that the committee possesses the inherent power to choose its own chairman; but custom prevents this power from being used.

As near as they will apply, the rules of order of the main body govern the deliberations of committees.

A committee to whom a resolution or affirmative proposition is committed should always have a majority of members, if they can be had, favorable to such resolution or proposition.

Unless otherwise ordered, the chair appoints all committees.

Standing committees require no order to report. They are always in session, and should report at every meeting, if only to report progress.

When there is a standing committee on any subject, anything referring to such subject should be referred to that committee alone; but it may be given to a special committee, if the association think proper.

A committee can not sit while the main body is in session, unless so ordered to do.

Sometimes a majority can not be found, when the committee should report the fact of their disagreement, and ask leave to be discharged; they are then to be discharged, and either a new committee appointed, or the subject to be brought before a committee of the whole, or before the main body.

A majority of a committee must concur in a report; but the minority are never refused leave to bring in a counter report.

Persons appointed upon a committee should join that committee as

soon as they are notified of their appointment, unless they are excused. And it is the duty of the first-named member of the committee to call his associates together as soon as possible.

### *Committee of the Whole.*

If it be necessary to go into committee of the whole society, either for a general or specific purpose, it is done by motion, when the chairman vacates the chair, and calls some member to it to act as chairman.

The same number of members is necessary to constitute a quorum of a committee of the whole as that of the main body. If a quorum be found wanting the committee has to rise, the presiding officer takes his seat, and the chairman of the committee informs him of the cause of the dissolution of the committee.

If there be confusion or disturbance in committee of the whole, the president may take the chair, declare the committee dissolved, and reduce the body to order. In that case it requires another motion for that committee to sit again.

If any communication be made to the main body while in committee of the whole, the committee can not receive it. If its reception be necessary, the committee have to rise.

A committee of the whole can not adjourn, but it must rise. It can not take the previous question, nor take the ayes and nays.

If the business before the committee of the whole be unfinished, it rises on motion, the presiding officer takes the chair, and the chairman of the committee informs him that the committee of the whole have, according to order, considered the business assigned to them, and have made progress therein, but, not having time to go through the same, ask leave to sit again. Leave is then granted on motion. If the subject be a special one, and it is concluded, the motion is that the committee rise and report proceedings; then, when the president takes the chair, the chairman of the committee reports that the committee have gone through the business referred to them, and ask leave to report. Leave is then given to report then, or at some other time, either by motion, or, should there be no objection, on the call of some member.

A motion to rise and report progress is in order at any stage of the business, and is to be decided without debate. When they have reported they may be discharged on motion, which brings the matter laid before them directly before the association itself.

In comm'ttee, members may speak oftener than once on the same sub-

ject, and are not confined strictly to the subject-matter. With these and the foregoing exceptions, the same rules of order govern the committee of the whole as govern the main body.

### *Commitment.*

Though the majority on a committee should be favorable to a measure, the minority may be of those who are opposed to it in some particulars. But those totally opposed to it should never be appointed; and if any one of that view be named, he should rise and state the fact, when the main body will excuse him from serving.

If it be desired to refer a resolution, address, or other matter to a committee, it is done on motion. If to a special committee, the chair names the committee. Any member present may suggest one member on that committee, and if the main body do not object the chair will name him, since the silence of members in that case is equivalent to a direct appointment of that person by the association. But such a course is unusual, and generally improper.

A committee meets when and where it pleases, unless the time and place is fixed for it. But it can not act unless its members assemble together.

If it be a written matter before it, if it originate with the committee, the writing must be considered paragraph by paragraph, and the question put on each. After each paragraph is approved or amended, it is then considered as a whole. If it has been referred, the committee only report the amendments they recommend separately; as they have no right to amend a paper belonging to the main body.

When the committee is through, some member moves that it rise, and report the matter to the main body, with or without amendments, as the case may be.

### *Reports of Committees.*

The chairman of the committee, standing in his place, informs the association that the committee to which was intrusted such a matter, naming it, have directed him to report thereon, and moves that the report be received. The cry of "Receive!" or "Report!" or "Read it!" from any one, generally dispenses with the formality of a question. He then reads the report, whatever it may be, and delivers the written report to the secretary. Then it lies on the table until called up by a motion. The committee is dissolved and can act no more unless reconstituted for the purpose by a vote.

### *Motions.*

A motion is a proposition by members drawn up in the form which it is intended to bear ; consequently, if not seconded, it is not to be entertained. This is different, however, in the case of an appeal, where the question may be put on the demand of one member. A motion must be seconded by a member rising and saying that he seconds the motion, otherwise no notice will be taken of it by the presiding officer.

A motion must be submitted in writing, if any member desires it, and read, when required for information.

A motion for adjournment can not be made while one member is speaking ; because it is a breach of order for one to speak when another has the floor, except to a point of order ; consequently, even a privileged motion can not be entertained. And even on a call to order, decided against him, he must still be allowed to go on, provided he does not persist in the same violation of order in his remarks.

After a motion has been moved and seconded, it can not be withdrawn by the mover except by special leave of the meeting.

### *Amendments.*

An amendment takes the place of the question it is proposed to amend, and must be decided first. So an amendment to an amendment must be decided before the first amendment.

But amendments can not be piled one on the other ; that is, while you can amend an amendment, you can not amend the second amendment.

Nor can amendments be made to certain privileged questions. Thus, an amendment to a motion to adjourn, for the previous question, a call of the house, or to lay on the table.

But an amendment, though inconsistent with one previously adopted, is still in order.

On an amendment being moved, a member who has spoken to the main question, may speak to the amendment.

If it be proposed to amend by leaving out certain words, it may be moved to amend the amendment by leaving out a part of the words of the amendment, which is equivalent to letting those words remain.

When it is proposed to amend by inserting a paragraph, or part of one, the friends of this should make it perfect by amendments ; because if it be inserted it can not be amended, since it has been agreed to in that form. So if proposed to amend by striking out a paragraph, the friends of the paragraph should also make it as perfect, by amendments, as pos-



sible ; for if the striking out be negatived, that is equivalent to agreeing to it in that form, and amendments are not admissible.

When it is moved to amend by striking out certain words and inserting others, the manner of stating the question is, first to read the whole passage to be amended, as it stands at present ; then the words proposed to be struck out ; next those to be inserted ; and, lastly, the whole passage as it will be when amended. And the question, if desired, is then to be divided, and put first on striking out. If carried, it is next on inserting the words proposed. If that be lost, it may be moved to insert others.

A motion is made to amend by striking out certain words and inserting others in their place, which is negatived. Then it is moved to strike out the same words, and to insert others of a tenor entirely different from those first proposed, which is negatived. Then it is moved to strike out the same words and insert nothing, which is agreed to.

After the paragraph is amended, it nevertheless may be further amended by striking it entirely out.

### *Privileged Questions.*

Privileged questions are entitled to take the place of any other subject or proposition which may then be under consideration and to be first acted upon and decided. They are privileged because they are entitled to precedence over other questions. They consist of motions to adjourn, motions or questions relating to the rights and privileges of the meeting, or of its individual members, and motions for orders of the day.

An order of the day is a question which has previously been set down to be argued or determined on that day, and takes the place of all questions except adjournment.

If the previous question be first moved, it is first put. This cuts off all the others. The society, having decided to take the question, must vote on it as it stands—postponement, commitment, and amendment being out of order.

If amendment is first moved, the question on that must be determined before the previous question.

If postponement be carried, of course the question can not be either committed, amended, nor the previous question be carried, for the subject is not before the body.

If amendment and postponement are proposed, the latter is put first.

The previous question can not be put on the motion to postpone, commit, or amend the main question.

If a motion for amendment be followed by one for commitment, the latter shall be put first.

The motion for the previous question, or for commitment or amendment, can not be postponed.

A motion made and seconded can not be withdrawn without leave, though, if no member object, it is not necessary to put the question.

A motion made for reading papers relative to the question discussed, must be put before the main question.

When different sums or dates are used in filling blanks, the question shall first be put on the largest sum and the longest time.

A postponement can be amended as to time, and an amendment can be amended; but if it be proposed to amend by inserting anything, a motion to amend or perfect the matter proposed to be inserted must be put to a vote before the question to insert. The same rule follows in regard to striking out.

Questions on leave to withdraw motions, or appeals from the decision of the chair, have a precedence over the main question.

A question of privilege, such as a quarrel between members, or affecting the character of members, or the main body, must be disposed of before the original question be disposed of.

### *Previous Question.*

When any question is before the association, any member may move that the main question be put; and this is termed moving the previous question. If the question pass in the affirmative, the main question is put immediately, and no further debate is allowed upon the matter at issue.

### *Division of the Question.*

A question which contains more parts than one may be divided, on the demand of a member, provided the main body concur. If the question contain parts some of which may be approved and some not, a division may take place on motion regularly made and seconded for the purpose.

When a question is divided, after the question has been taken on the first member of it, the second member is still open to amendment and debate, unless the previous question be taken upon it.

### *The Question.*

The question is first to be put on the affirmative, and then on the negative side.

After the question has been put, debate upon it is out of order ; but after the presiding officer has put the affirmative, any member who has not spoken before on the question, may speak before the negative be put, for it is not a full question until the negative be put.

But on trifling matters, such as leave to bring in reports of committees, withdrawing motions, reading papers, and such like, the consent of the main body will be supposed without the formality of a question, unless some one should object, for the absence of an objection in such cases testifies to unanimous consent.

### *Reconsideration.*

A question which has been decided either affirmatively or negatively, may be reconsidered upon the motion of a member who has voted with the majority. This motion for reconsideration may be made during the meeting whereat the question was decided or at a succeeding meeting. A motion to reconsider must be considered in the same light as any other motion and subject to the same order. On the motion to reconsider, the whole subject is as much open for debate as if it had not been previously discussed. If the motion to reconsider prevails, the subject is again open for debate in the same manner as if the motion had never been put to question.

### *Appeals.*

An appeal may be taken from the decision of the presiding officer when a question of order is raised, and brings under review and opens to debate the grounds of such decision.

If the decision of the presiding officer is not satisfactory any member may object, and have the question decided by the body of members. The question is thereupon stated by the presiding officer ; he, contrary to the usual rule, is allowed to debate the question with the other members.

The question of an appeal is, whether the decision of the presiding officer shall stand as the judgment of the body itself. If a majority vote in the affirmative, the decision stands ; if not, it is reversed.

A mere opinion of the presiding officer, drawn out by questions on points of order, is not subject to an appeal. To be appealed from, it must be an actual decision on a question coming up regularly in the course of business.

### *Reading Papers.*

When papers have been laid before the main body, or referred to a committee, every member has a right to have them once read at the table

before he can be compelled to vote on them. The paper is read by the clerk. But he has no right to read any paper, book, or document, or even his own speech which he has prepared beforehand himself nor to have it read independently of the will of a majority of the members. If the reading be demanded purely for information of a member and not for delay, and no objection is made, the chairman will direct it to be done; but if any one should object, the question must be put.

No member has a right, without a question first put, to have anything read which is not before the body.

### *Presenting a Petition.*

When a member presents a petition he should previously inform himself of its contents, so as to be able to state the substance of it on presenting it to the meeting. On presenting the petition he states the substance, and then moves that it be received; this motion being seconded, the question is put, whether the petition be accepted or not. In practice, however, the presiding officer usually takes it for granted that there is no objection to the reception of the petition. After the petition has been accepted it is read aloud by the clerk.

### *Lie on the Table.*

Matters which have been laid on the table may be taken up at any time afterward and considered, when it may suit the convenience of the members.

If laid on the table by a motion, they can only be lifted from it by a motion. If laid there, under rules, as a matter of course, they can be called up by any member as a matter of right, when the business to which they belong is reached in its regular order.

This motion is sometimes made use of for the final disposition of the subject, or when the meeting has something else before it which claims its present attention.

### *Rights of Members.*

Every member has the same right with every other member, to submit his propositions to the meeting, to explain and recommend them, and to have them examined and decided upon.



*Order and Decorum.*

When any member desires to speak on any subject, he is to rise and stand uncovered, and to address himself, not to the meeting, or to any particular member, but to the presiding officer, who, on hearing him, calls him by his name. But if he is unable to stand, he may be indulged to speak sitting.

When a member stands up to speak, no question is to be put ; but he is to be heard, unless the body overrules him.

If two or more rise to speak nearly together, the chairman decides who was first up, and calls him by name or location ; but the determination of the presiding officer may be overruled by the meeting.

No man can speak more than once to the same question ; but when all who desire to speak have spoken, a member may speak a second time by unanimous consent.

A member may be permitted to speak a second time to clear a matter of fact ; or merely to explain himself in some material part of his speech ; or to the manner and words of the question, keeping himself to that only, and not going into the merits of it ; or to the orders of the body, if they be transgressed, keeping within that line.

If the presiding officer rises to speak, the member standing up ought to resume his seat, in order that the chairman may be first heard.

No person, in speaking, is to mention a member then present by his name ; but to describe him by his seat, or as one who spoke last ; or on the other side of the question ; or in some other indirect way to identify him.

No person, in speaking, is to use indecent language against the proceedings of the body ; and no prior determination of which is to be reflected on by any member, unless he means to conclude with a motion to rescind it.

When a member shall be called to order by a member or the chair, he shall sit down until the point of order is decided. The member who makes the call shall state his point of order, and the question shall be decided by the chair, without debate, subject to an appeal to the members.

No member is to disturb another or the meeting by hissing, coughing, spitting, speaking, or rude exclamations ; by standing up to interrupt others ; by passing between the presiding officer and the member speaking, nor go across the house while a member is speaking ; walking across the floor ; taking books or papers from the table, or writing there. Nevertheless, if a member is speaking, and no attention is paid to what he says,

It is most prudent for him to sit down, as the ill-manners of his colleagues are not without some excuse or provocation.

If repeated calls of the presiding officer do not produce order, it becomes his duty to call any member by name who persists in irregularity, whereupon the main body may require the member to withdraw, who then must be heard, if he desires it, in exculpation, and to withdraw to await the further action of his colleagues, who may pass a vote of censure upon him.

If a member in speaking make use of language which is personally offensive to another or insulting to the meeting, he is immediately interrupted by a member rising and calling him to order. The offensive words are to be taken down by the member who objects, or by the secretary, at his request. If the presiding officer thinks the words are not disorderly, he will delay to direct them to be taken down by the secretary, unless the members insist on having them written down. The words objected to are to be read, when taken down, to the member who was speaking, who may deny them; in which case the body shall decide whether they are the words or not. If they are voted to be his, or if he acknowledge them, he must justify them, or explain the use of them, or he may apologize. If the offended member still persists, and is not satisfied, the sense of the body may be taken, during which both members must withdraw.

Disorderly words spoken in committee must be written down in the same manner as in the main body; but the committee, as such, can only report them to the latter for its action. The committee can not punish disorderly conduct of any kind.

Blasphemous or seditious words, or words reflecting on the religious belief of members, or on religion generally, are not in order.

No member ought to be present when any matter or business which concerns himself is debating, nor ought he to vote upon it; nor is any member to speak to the merit of it until he withdraws. Nevertheless, the member is to be heard upon it, before he withdraws.

It is a breach of decorum for a member to come into the place of meeting with his head covered, or to remain there with his hat on, or to put on his hat while there.

When a member is called to order, he shall sit down at once, unless permitted to explain. If the body be appealed to, it shall decide the question without debate; if there be no appeal, the decision of the chair shall be submitted to. If the decision be in favor of the member, he shall be allowed to proceed; if against him, he shall not proceed without

the leave of the body ; and the body may, if it think proper, proceed to censure him.

If any person refuses to withdraw when ordered to do so, or conduct himself in a disorderly or improper manner, the member may employ sufficient force to remove such person from the meeting.

All decisions of the presiding officer are liable to be reversed, altered, or amended by the body.

### *Adjournments and Recesses.*

An adjournment is the closing of a session for the day, to be resumed on another day ; on which day the regular routine of business is commenced anew, except when superseded by a special order.

A recess is a suspension of business from one hour of a day to another hour of the same day ; at which hour business is taken up at the point where it was left, unless a special order takes its place.

As the object of motion to adjourn, when made in the midst of some proceeding, is simply to break up the meeting, it can not be amended by adding a particular day, unless the motion to adjourn is made when no other business is before the meeting, in which case it may be amended. It must be put simply that this body do now adjourn ; and, if carried in the affirmative, it is adjourned to the next sitting day, or without day, as the case may be. But any special time of adjournment may be fixed by a previous resolution.

### *Suspension of Rules.*

It is usual in the code of rules adopted by societies to provide that a certain number exceeding a majority shall be competent to suspend a rule in a particular case. Where this is not provided for, it is accomplished by unanimous consent ; but the object of suspending the rule must be stated in the motion, and when that object has failed or been attained, the rule regains its former force.

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## *RECAPITULATION OF CERTAIN POINTS.*

### *I.—Motions in Order During Debate.*

These in their order of precedence are :

1. To adjourn.
2. To lay on the table.
3. To postpone indefinitely

4. To postpone to a certain day.
5. To commit.
6. To amend.

### *II.—Motions in their Order of Precedence.*

1. To fix time [and place, if desired] of adjournment.
2. To adjourn.
3. For the order of the day.
4. To lay on the table.
5. For the previous question.
6. To postpone indefinitely.
7. To postpone to a time certain.
8. To commit.
9. To amend.

### *III.—Motions in Order when a Member has the Floor.*

1. Call to order.
2. Appeal from decision of the Chair.
3. Objection to considering a question.  
[Not in order if debate has already begun on the subject.]
4. That the question be discussed.
5. For the order of the day.

### *IV.—Motions Opening Main Question to Debate.*

1. To strike out enacting clause of bill, or ordinance.
2. To commit the question.
3. To refer.
4. To postpone indefinitely.
5. To reconsider a debatable question.

### *V.—Successful Motions that can not be Reconsidered.*

1. Adjournment.
2. To take from the table.
3. To reconsider.
4. That the committee rise.
- 5 To suspend the rules



*VI.—Matters not Subject to Amendment.*

1. Motion to adjourn.
2. Amendment to an amendment.
3. An appeal from the decision of the Chair.
4. A call to order.
5. Motion for leave to continue speaking after having been pronounced out of order.
6. Motion to lay on the table.
7. Objection to the consideration of a question.
8. Motion for the order of the day.
9. Motion to indefinitely postpone.
10. Call for the previous question.
11. Motion to reconsider.
12. Motion that the committee rise.
13. Motion that a question be discussed.
14. Motion to suspend the rules.
15. Motion to take from the table.
16. Motion to take up a question out of the proper order.
17. Motion for leave to withdraw a motion.

*VII.—Non-Debatable Matters.*

1. A motion to adjourn. But a motion to fix the time to which the Society shall adjourn, when it does adjourn, is debatable.
2. An appeal from the decision of the Chair, when as a question of decorum in debate, or to the priority of business. And no appeal can be made the subject of debate while the previous question is pending.
3. A call to order is not debatable.
4. Motion to extend the limit of debate.
5. Motion to have leave to continue speaking after having been pronounced out of order.
6. Motion to lay on the table.
7. Motion to limit debate.
8. Objection to the consideration of a question proposed.
9. Motion for the order of the day.
10. Motion for the previous question.
11. Questions in regard to priority of business.
12. Call for the reading of papers.

13. To reconsider an undebatable question.
14. Motion that the committee rise.
15. Motion to allow the question to be discussed.
16. Motion to suspend the rules.
17. Motion to take from the table.
18. Motion to take up a question out of proper order.
19. Leave to withdraw a motion.

# MISCELLANEOUS.

## HOW TO CALCULATE INTEREST.

Interest tables are often more or less complicated and difficult to comprehend for those unaccustomed to figures. While we present on another page a simple table for the calculation of interest at 6 per cent., the rule given below will be found easy to apply by any one who can multiply and divide, and by its use the interest on any sum, at any rate, can be quickly found.

### *Rule.*

Multiply the principal by the number of days and divide by 6. Point off three figures, and you have the interest at 6 per cent., in dollars, cents, and mills. Then to obtain the interest at any other per cent., divide the result obtained at 6 per cent. by 6, which will give the interest at 1 per cent. Multiply the interest at 1 per cent. by the rate desired, and you have the answer.

### *Example.*

Find the interest of \$216 for 124 days, at 5 per cent.

$$\begin{array}{r} \$216 \\ 124 \\ \hline 864 \\ 432 \\ 216 \\ \hline 6) 26784 \\ \hline 6) \$4.464 \text{ Interest on \$216 for 124 days at 6 per ct.} \\ \hline .744 \text{ Interest on \$216 for 124 days, at 1 per ct.} \\ 5 \\ \hline \$3.720 \text{ Interest on \$216 for 124 days, at 5 per ct.} \end{array}$$

When fractions occur in dividing it is usual to ignore them, as the result in such cases while not absolutely accurate to the fraction of a mill, is near enough for all practical purposes.

The person who masters this simple rule thoroughly has no occasion to resort to interest tables for the calculation of interest.

INTEREST TABLE.				
6 per cent. \$1 to \$3,000 for 3, 6, 9 and 12 Months.				
Dollars.	3 Months.	6 Months.	9 Months.	1 year.
\$1	.01½	.03	.04½	.06
2	.03	.06	.09	.12
3	.04½	.09	.13½	.18
4	.06	.12	.18	.24
5	.07½	.15	.22½	.30
6	.09	.18	.27	.36
7	.10½	.21	.31½	.42
8	.12	.24	.36	.48
9	.13½	.27	.40½	.54
10	.15	.30	.45	.60
20	.30	.60	.90	1.20
30	.45	.90	1.35	1.80
40	.60	1.20	1.80	2.40
50	.75	1.50	2.25	3.00
60	.90	1.80	2.70	3.60
70	1.05	2.10	3.15	4.20
80	1.20	2.40	3.60	4.80
90	1.35	2.70	4.05	5.40
100	1.50	3.00	4.50	6.00
200	3.00	6.00	9.00	12.00
300	4.50	9.00	13.50	18.00
400	6.00	12.00	18.00	24.00
500	7.50	15.00	22.50	30.00
600	9.00	18.00	27.00	36.00
700	10.50	21.00	31.50	42.00
800	12.00	24.00	36.00	48.00
900	13.50	27.00	40.50	54.00
1000	15.00	30.00	45.00	60.00
2000	30.00	60.00	90.00	120.00
3000	45.00	90.00	135.00	180.00

## EXAMPLE.

To ascertain the interest by the above table on \$360, for one year and six months at 6 per cent. :—

Find \$300 in left-hand column. In the column headed "1 year," on a line with \$300, you will find \$18, the interest for a year. Under column headed "6 months," you will find \$9 the interest for six months. Next find \$60, and under column for "1 year" you will find \$3.60; under column for "6 months" \$1.80. Add \$18, \$9, \$3.60 and \$1.80 together and you have \$32.40, the interest on \$360 for 1 year and 6 months.

Proceed in a similar way with any other sum.



## INTEREST TABLE.

Showing the interest per day, at 6 per cent., on any number of Dollars from \$1 to \$12,000.

Principal	Interest.	Principal	Interest.	Principal	Interest.	Principal	Interest.
Dollars.	Mills.	Dollars.	Mills.	Dollars.	Cents. Mills.	Dollars.	Dollars. Cents. Mills.
1	.00016	31	.00510	61	.01,003	91	.01,496
2	.00033	32	.00526	62	.01,019	92	.01,512
3	.00049	33	.00542	63	.01,036	93	.01,529
4	.00066	34	.00559	64	.01,052	94	.01,545
5	.00082	35	.00575	65	.01,068	95	.01,562
6	.00099	36	.00592	66	.01,085	96	.01,578
7	.00115	37	.00608	67	.01,101	97	.01,595
8	.00132	38	.00625	68	.01,118	98	.01,611
9	.00148	39	.00641	69	.01,134	99	.01,627
10	.00164	40	.00658	70	.01,151	100	.01,644
11	.00181	41	.00674	71	.01,167	200	.03,288
12	.00197	42	.00690	72	.01,184	300	.04,932
13	.00214	43	.00707	73	.01,200	400	.06,575
14	.00230	44	.00723	74	.01,216	500	.08,219
15	.00247	45	.00740	75	.01,233	600	.09,863
16	.00263	46	.00756	76	.01,249	700	.11,507
17	.00279	47	.00773	77	.01,266	800	.13,151
18	.00296	48	.00789	78	.01,282	900	.14,795
19	.00312	49	.00808	79	.01,299	1000	.16,438
20	.00329	50	.00822	80	.01,315	2000	.32,877
21	.00345	51	.00838	81	.01,332	3000	.49,815
22	.00362	52	.00855	82	.01,348	4000	.65,753
23	.00378	53	.00871	83	.01,364	5000	.82,192
24	.00395	54	.00888	84	.01,381	6000	.98,630
25	.00411	55	.00904	85	.01,397	7000	1.15,058
26	.00427	56	.00921	86	.01,414	8000	1.31,507
27	.00444	57	.00937	87	.01,430	9000	1.47,945
28	.00460	58	.00953	88	.01,447	10000	1.64,384
29	.00477	59	.00970	89	.01,463	11000	1.80,822
30	.00493	60	.00986	90	.01,479	12000	1.97,260

EXAMPLE.—Find the interest on \$600, for 16 days at 7 per cent.

A glance at the table above shows the interest on \$600, for one day at 6 per cent. to be .09863. For 16 days, of course, it would be  $16 \times .09863 = \$1.578$ . Dividing \$1.578 by 6, we get the interest at 1 per cent. Multiply the interest at 1 per cent. by 7, and the result is the interest on \$600, for 16 days at 7 per cent., which is \$1.84.

*COINS OF FOREIGN NATIONS,*  
AND THEIR VALUE IN UNITED STATES MONEY.

*GOLD COINS.*

COUNTRY.	Denominations.	Value in U. S. money.		
		\$	cts.	m.
Austria.....	Fourfold ducat.....	9	13	1
“ .....	4 florins (new) .....	1	93	5
“ .....	Ducat .....	2	27	9
Belgium.....	25 francs.....	4	72	0
Brazil .....	29 milreis .....	10	89	3
Central America .....	2 escudos .....	3	68	7
“ .....	4 reals .....	0	48	7
Chili .....	10 pesos (dollars) .....	9	11	4
Columbia and South Amer- ica generally.....	Old doubloon.....	15	59	2
Colombia.....	20 pesos, “Bogota” .....	18	94	6
“ .....	20 pesos, “Medellin” .....	19	05	5
“ .....	20 pesos, “Popayan” .....	18	96	2
Costa Rica.....	10 pesos.....	8	44	7
Denmark .....	20 crown.....	5	35	8
“ .....	Old ten-thaler .....	7	89	8
Egypt .....	Bedidlik (100 piasters).....	4	97	3
England.....	Pound, or sovereign (new) .....	4	86	5
France .....	20 francs.....	3	84	5
German Empire.....	New 20 marks .....	4	76	3
Greece .....	20 drachms .....	3	44	2
India (British).....	Mohur, or 15 rupees .....	7	10	3
Italy .....	20 lire .....	3	84	5
Japan .....	20 yen.....	19	94	2
Mexico .....	Doubloon .....	15	60	0
Netherlands .....	10 gilders .....	3	99	3
New Granada.....	10 pesos (dollars) .....	9	67	4
Norway .....	20 crowns .....	5	35	8
Peru .....	20 soles .....	19	23	7
Portugal .....	Coroa (crown) .....	5	80	5
Russia.....	5 rubles .....	3	97	5
Spain .....	100 reals .....	4	96	3
“ .....	80 reals .....	3	86	2
Sweden.....	Ducat .....	2	23	6
“ .....	Carolin (10 francs) .....	1	93	4
Tunis .....	25 piasters .....	2	99	5
Turkey.....	100 piasters .....	4	36	8

COINS OF FOREIGN NATIONS, *Etc.*

## SILVER COINS.

COUNTRY.	Denominations.	Value in U. S. money.		
		\$	cts.	m
Austria.....	Old rix dollar.....	0	95	4
“.....	New florin.....	0	45	3
“.....	New Union dollar.....	0	68	1
Belgium.....	5 francs.....	0	91	5
Bolivia.....	New dollar.....	0	91	5
Brazil.....	Double milreis.....	0	95	4
Canada.....	20 cents.....	0	17	6
Central America.....	Dollar.....	0	93	5
Chili.....	Old dollar.....	0	99	6
“.....	New dollar.....	0	91	6
China.....	Dollar (English mint).....	0	99	1
“.....	10 cents.....	0	09	9
Denmark.....	2 rigsdaler.....	1	03	2
Egypt.....	Piaster (new).....	1	03	8
England.....	Shilling (new).....	0	21	4
“.....	Shilling (average).....	0	20	9
“.....	Florin.....	0	42	9
France.....	5 franc.....	0	91	6
North German States.....	Thaler, before 1857.....	0	67	8
“ “ “.....	Thaler (new).....	0	68	0
South German States.....	Florin.....	0	38	9
German Empire.....	5 marks (new).....	0	91	9
Greece.....	5 drachms.....	0	82	2
Hindustan.....	Rupée.....	0	43	4
Italy.....	5 lire.....	0	91	7
Japan.....	1 yen.....	0	99	1
“.....	50 sen.....	0	40	8
Mexico.....	Dollar.....	0	99	8
Netherlands.....	2½ guilders.....	0	96	4
Norway.....	Specie daler.....	1	93	2
New Granada.....	Dollar of 1857.....	0	91	1
Peru.....	Old dollar.....	0	99	0
Portugal.....	500 Reis.....	0	46	3
Roumania.....	2 lei (francs), new.....	0	34	1
Russia.....	Ruble.....	0	74	1
Spain.....	5 pesetas (dollars).....	0	91	4
Sweden.....	Riksdaler.....	0	26	0
Switzerland.....	2 francs.....	0	33	9
Tunis.....	5 piasters.....	0	58	3
Turkey.....	20 piasters.....	0	81	1

## TABLE

Showing the number of feet (board measure) contained in a piece of joist, scantling, or timber, of the sizes given below.

SIZE IN INCH'S	LENGTH IN FEET OF JOISTS, SCANTLING, AND TIMBER.												
	12	14	16	18	20	22	24	26	28	30	42	44	45
2x 4	8	9	11	12	13	15	16	17	19	20	28	29	30
2x 6	12	14	16	18	20	22	24	26	28	30	42	44	45
2x 8	16	19	21	24	27	29	32	35	37	40	53	58	60
2x10	20	23	27	30	33	37	40	43	47	50	70	74	75
2x12	24	28	32	36	40	44	48	52	56	60	84	88	90
3x 4	12	14	16	18	20	22	24	26	28	30	42	44	45
3x 6	18	21	24	27	30	33	36	39	42	45	63	66	68
3x 8	24	28	32	36	40	44	48	52	56	60	84	88	90
3x10	30	35	40	45	50	55	60	65	70	75	105	110	113
3x12	36	42	48	54	60	66	72	78	84	90	126	132	135
4x 4	16	19	21	24	27	29	32	35	37	40	56	58	60
4x 6	24	28	32	36	40	44	48	52	56	60	84	88	90
4x 8	32	37	43	48	53	59	64	69	75	80	112	118	120
4x10	40	47	53	60	67	73	80	87	93	100	140	146	150
4x12	48	56	64	72	80	88	96	104	112	120	168	176	180
6x 6	36	42	48	54	60	66	72	78	84	90	126	132	135
6x 8	48	56	64	72	80	88	96	104	112	120	168	176	180
6x10	60	70	80	90	100	110	120	130	140	150	210	220	225
6x12	72	84	96	108	120	132	144	156	168	180	250	265	270
8x 8	64	75	85	96	107	117	128	139	149	160	224	234	240
8x10	80	93	107	120	133	147	160	173	187	200	280	294	300
8x12	96	112	128	144	160	176	192	208	224	240	336	352	360
10x10	100	117	133	150	167	183	200	217	233	250	350	366	375
10x12	120	140	160	180	200	220	240	260	280	300	420	440	450
12x12	144	168	192	216	240	264	288	312	336	360	504	528	540
12x14	168	196	224	252	280	308	336	364	392	420	588	616	630
14x14	196	229	261	294	327	359	392	425	457	490	686	716	735



## LOGS REDUCED TO INCH-BOARD MEASURE.

Length In Feet.	Diam. 12	Diam. 13	Diam. 14	Diam. 15	Diam. 16	Diam. 17	Diam. 18	Diam. 19	Diam. 20	Diam. 21	Diam. 22	Diam. 23	Diam. 24	Diam. 25	Diam. 26	Diam. 27	Diam. 28
10	49	61	72	89	99	116	133	150	175	190	209	235	253	287	313	342	363
11	54	67	79	98	109	127	147	165	192	209	230	259	278	315	344	377	400
12	59	73	86	107	119	139	160	180	210	228	251	283	303	344	375	411	436
13	64	79	93	116	129	150	173	195	227	247	272	306	328	373	408	445	473
14	69	85	100	125	139	162	187	210	245	266	292	330	353	401	439	479	509
15	74	91	107	134	149	173	200	225	262	285	313	353	379	430	469	514	545
16	79	97	114	142	159	185	213	240	280	304	334	377	404	459	500	548	582
17	84	103	123	151	168	196	227	255	297	323	355	400	429	487	531	582	618
18	88	109	129	160	178	208	240	270	315	342	376	424	454	516	562	616	654
19	93	116	136	169	188	219	253	285	332	361	397	447	480	545	594	650	692
20	98	122	143	178	198	232	267	300	350	380	418	470	505	573	625	684	728
21	103	128	150	187	208	243	280	315	368	399	439	495	530	602	656	719	764
22	108	134	157	196	218	255	293	330	385	418	460	518	555	631	688	753	800
23	113	140	164	205	228	266	307	345	403	437	480	542	571	659	719	787	837
24	118	146	172	214	238	278	320	360	420	456	501	566	606	688	750	821	873
25	123	152	179	223	248	289	333	375	438	475	523	589	631	717	781	856	910

## LOGS REDUCED TO INCH-BOARD MEASURE.

Length in Feet.	Diam. <b>29</b>	Diam. <b>30</b>	Diam. <b>31</b>	Diam. <b>32</b>	Diam. <b>33</b>	Diam. <b>34</b>	Diam. <b>35</b>	Diam. <b>36</b>	Diam. <b>37</b>	Diam. <b>38</b>	Diam. <b>39</b>	Diam. <b>40</b>	Diam. <b>41</b>	Diam. <b>42</b>	Diam. <b>43</b>	Diam. <b>44</b>
10	381	411	444	460	490	500	547	577	644	669	700	752	795	840	872	925
11	419	451	448	506	539	550	602	634	708	734	770	828	874	924	959	1017
12	457	493	532	552	588	600	657	692	772	801	840	903	954	1007	1046	1110
13	495	534	576	598	637	650	712	750	836	868	910	978	1033	1091	1135	1203
14	533	575	622	644	686	700	766	807	901	934	980	1053	1113	1175	1222	1295
15	571	616	666	690	735	750	821	865	965	1001	1050	1129	1192	1259	1309	1388
16	609	657	710	736	784	800	876	923	1029	1068	1120	1204	1272	1343	1396	1480
17	647	698	755	782	833	850	931	980	1094	1134	1190	1279	1351	1427	1484	1573
18	685	739	799	828	882	900	985	1038	1158	1201	1260	1354	1431	1511	1571	1665
19	723	780	843	874	931	950	1040	1096	1222	1268	1330	1430	1510	1595	1658	1758
20	761	821	888	920	980	1000	1095	1152	1287	1335	1400	1505	1590	1679	1745	1850
21	800	863	932	966	1029	1050	1150	1210								
22	838	904	976	1012	1078	1100	1204	1268								
23	876	945	1021	1058	1127	1150	1259	1322								
24	914	986	1065	1104	1176	1200	1314	1380								
25	952	1027	1109	1150	1225	1250	1369	1438								

### *LEGAL HOLIDAYS IN THE UNITED STATES.*

January 1st, or New Year's Day, is a legal holiday in all the States except Arkansas, Delaware, Georgia, Kentucky, Maine, Massachusetts, New Hampshire, Rhode Island, and North and South Carolina.

February 22d, or Washington's Birthday, is a legal holiday in all the States but Alabama, Arkansas, Florida, Illinois, Indiana, Iowa, Kansas, Maine, Missouri, North Carolina, Ohio, Oregon, Tennessee, and Texas.

May 30th, or Decoration Day, is a legal holiday only in Colorado, Connecticut, Maine, Michigan, New Hampshire, New Jersey, New York, Pennsylvania, Rhode Island, and Vermont.

January 8th, the anniversary of the battle of New Orleans; February 12th, the anniversary of the birth of Abraham Lincoln; and March 4th, the Firemen's Anniversary, are legal holidays in Louisiana.

July 4th, Independence Day, is a legal holiday in all the States and Territories.

December 25th, Christmas Day, is a legal holiday in all the States and Territories.

Thanksgiving Day and Public Fast Days, designated by the President of the United States, are legal holidays. It is the custom of Governors of States to announce Thanksgiving and Fast Days by proclamation. Formerly Thanksgiving Day was often different in different States, but of late years the Governors of States generally select the day designated by the President.

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### *TECHNICAL TERMS USED BY BROKERS.*

A **BULL** is one who operates to depress the value of stocks that he may buy for a rise.

A **BEAR** is one who sells stocks for future delivery, which he does not own at the time of sale.

A **CORNER** is when the Bears can not buy or borrow the stock to deliver in fulfilment of their contracts.

**OVERLOADED** is when the Bulls can not take and pay for the stock they have purchased.

**SHORT** is when a person or party sells stocks without owning any, and expects to buy or borrow in time to deliver.

**LONG** is when a person or party has a plentiful supply of stocks.

A POOL or RING is a combination formed to control the price of stocks.

A broker is said to CARRY stocks for his customer when he has bought and is holding it for his account.

A WASH is a pretended sale by special agreement between buyer and seller, for the purpose of getting a quotation reported.

A PUT AND CALL is when a person gives so much per cent. for the option of buying or selling so much stock on a certain fixed day, at a price fixed the day the option is given.

### TABLE FOR FARMERS AND SURVEYORS.

Giving the exact proportions of an acre in square feet comprised in a lot containing less than an acre.

Square Feet.	100ths of acre.	Square Feet.	100ths of acre.	Square Feet.	100ths of acre.	Square Feet.	100ths of acre.
436	.01	11326	.26	22216	.51	33106	.76
871	.02	11761	.27	22651	.52	33541	.77
1307	.03	12197	.28	23087	.53	33977	.78
1742	.04	12632	.29	23522	.54	34412	.79
2178	.05	13068	.30	23958	.55	34848	.80
2614	.06	13504	.31	24394	.56	35384	.81
3049	.07	13939	.32	24829	.57	35819	.82
3485	.08	14375	.33	25265	.58	36255	.83
3920	.09	14810	.34	25700	.59	36690	.84
4356	.10	15216	.35	26136	.60	37026	.85
4792	.11	15682	.36	26572	.61	37462	.86
5227	.12	16117	.37	27007	.62	37897	.87
5666	.13	16558	.38	27443	.63	38333	.88
6098	.14	16988	.39	27878	.64	38768	.89
6534	.15	17421	.40	28314	.65	39204	.90
6979	.16	17860	.41	28750	.66	39640	.91
7405	.17	18295	.42	29185	.67	40075	.92
7811	.18	18731	.43	29621	.68	40511	.93
8276	.19	19166	.44	30056	.69	40946	.94
8712	.20	19602	.45	30492	.70	41381	.95
9148	.21	20038	.46	30928	.71	41818	.96
9583	.22	20473	.47	31363	.72	42253	.97
10019	.23	20909	.48	31799	.73	42689	.98
10454	.24	21344	.49	32234	.74	43124	.99
10890	.25	21780	.50	32670	.75	43560	1.00



## NUMBER OF POUNDS TO THE BUSHEL, LEGAL WEIGHT, IN THE DIFFERENT STATES.

STATES.	Wheat.	Rye.	Oats.	Barley.	Buckwheat	Shelled Corn.	Corn on the Cob.	Corn Meal.	Potatoes.	Sweet Potatoes.	Onions.	Turnips.	Beans.	Pease.	Dried Apples.	Dried Peaches.	Flax Seed.	Timothy Seed.	Blue Grass Seed.	Clover Seed.	Anthracite Coal
Arkansas .....	60	56	32	48	52	52	70	50	60	50	57	..	60	46	24	33	56	45	14	60	80
California .....	60	54	32	50	40	52	..	..	..	..	50	50	60	60	..	..	..	..	..	..	..
Connecticut .....	60	56	32	48	55	55	70	48	60	55	57	55	60	60	24	33	56	45	14	60	80
Georgia .....	60	56	32	47	52	56	70	48	60	55	57	55	60	60	24	33	56	45	14	60	80
Illinois .....	60	56	32	48	52	56	70	48	60	55	57	55	60	60	24	33	56	45	14	60	80
Indiana .....	60	56	32	48	50	56	68	50	60	46	48	55	60	60	25	33	56	45	14	60	80
Iowa .....	60	56	32	48	52	56	70	50	60	46	57	55	60	60	24	33	56	45	14	60	80
Kansas .....	60	56	32	48	50	56	70	50	60	46	57	55	60	60	24	33	56	45	14	60	80
Kentucky .....	60	56	32	47	55	55	70	50	60	55	57	60	60	60	24	33	56	45	14	60	76
Maine .....	60	50	30	48	48	56	..	50	60	56	52	50	64	60	..	..	..	..	..	..	..
Massachusetts .....	60	56	32	48	48	56	70	50	60	56	52	58	60	60	22	28	56	45	14	60	..
Michigan .....	60	56	32	48	48	56	70	50	60	56	54	58	60	60	22	28	56	45	14	60	..
Minnesota .....	60	56	32	48	42	56	..	..	60	56	57	..	60	60	24	33	56	45	14	60	..
Missouri .....	60	56	32	48	52	56	..	..	60	56	57	..	60	60	24	33	56	45	14	60	..
New Hampshire .....	60	56	32	..	..	56	..	50	60	56	57	..	60	60	25	33	55	..	..	64	..
New Jersey .....	60	56	32	48	50	56	..	..	60	54	57	..	60	60	25	33	55	..	..	64	..
New York .....	60	56	32	48	48	54	..	46	60	56	57	..	62	50	..	..	55	44	..	64	..
North Carolina .....	60	56	30	48	50	54	70	..	60	56	50	..	60	60	22	33	56	45	..	60	..
Ohio .....	60	56	32	48	50	56	70	..	60	56	50	..	60	60	22	33	56	45	..	60	..
Pennsylvania .....	60	56	32	47	48	56	..	..	56	..	50	..	60	60	..	..	..	..	..	62	..
Rhode Island .....	60	56	33	48	56	56	70	50	60	50	57	..	60	60	26	33	44	..	14	60	..
South Carolina .....	60	56	32	48	50	56	72	50	60	50	56	60	60	60	26	33	44	..	14	60	..
Tennessee .....	60	56	32	48	46	52	70	50	60	56	57	55	60	60	26	33	44	..	14	60	..
Vermont .....	60	56	32	48	46	52	70	50	60	56	57	60	60	60	26	33	44	..	14	60	..
Virginia .....	60	56	32	48	46	52	70	50	60	56	57	60	60	60	26	33	44	..	14	60	..
Wisconsin .....	60	56	32	48	50	56	70	..	60	56	50	42	60	60	28	33	44	..	14	60	90

*QUANTITY OF SEED REQUIRED TO PLANT AN ACRE.*

KIND OF SEED.	QUANTITY.
Asparagus in 12 inch drills.....	16 quarts
Asparagus plants, 4 by 1 1-2 feet.....	8,000
Barley.....	2 1-2 bushels
Beans, bush, in drills 2 1-2 feet.....	1 1-2 bushels
Beans, pole, Lima, 4 by 4 feet.....	20 quarts
Beans, Carolina, prolific, etc., 4 by 3 feet.....	10 quarts
Beets and mangold, drills, 2 1-2 feet.....	9 pounds
Broom corn in drills.....	12 pounds
Cabbage, outside, for transplanting.....	12 ounces
Cabbage, sown in frames.....	4 ounces
Carrot, in drills, 2 1-2 feet.....	4 pounds
Celery, seed.....	8 ounces
Celery, plant 4 by 1-2 feet.....	25,000
Clover, white Dutch.....	13 pounds
Clover, Lucerne.....	10 pounds
Clover, Alsike.....	6 pounds
Clover, large red, with timothy.....	12 pounds
Clover, large red, without timothy.....	16 pounds
Corn, sugar.....	10 quarts
Corn, field.....	8 quarts
Corn, salad, drill 10 inches.....	25 pounds
Cucumber, in hills.....	3 quarts
Flax, broadcast.....	20 quarts
Grass, timothy with clover.....	6 quarts
Grass, timothy without clover.....	10 quarts
Grass, orchard.....	25 quarts
Grass, red top or heads.....	20 quarts
Grass, blue.....	28 quarts
Grass, rye.....	20 quarts
Lettuce, in rows 2 1-2 feet.....	3 pounds
Lawn grass.....	35 pounds
Melons, water, in hills 8 by 8 feet.....	3 pounds
Melons, citrons, in hills 4 by 4 feet.....	2 pounds
Oats.....	2 bushels
Onions, in beds for sets.....	50 pounds
Onions, in rows for large bulbs.....	7 pounds
Parsnip, in drills 2 1-2 feet.....	5 pounds
Pepper, plants, 2 1-2 by 1 foot.....	17,500
Pumpkin in hills 8 by 8 feet.....	2 quarts
Parsley, in drills 2 feet.....	4 pounds
Pease, in drills, short varieties.....	2 bushels
Pease, in drills, tall varieties.....	1 to 1 1-2 bushels
Pease, broadcast.....	3 bushels
Potatoes.....	8 bushels
Radish, in drills 2 feet.....	10 pounds
Rye, broadcast.....	1 3-4 bushels
Rye, drilled.....	1 1-2 bushels
Squash, bush, in hills 4 by 4 feet.....	3 pounds
Turnips, in drills 2 feet.....	3 pounds
Turnips, broadcast.....	3 pounds
Tomatoes, in frames.....	3 ounces
Tomatoes, seed, in hills 3 by 3 feet.....	8 ounces
Tomatoes, plants.....	3,800
Wheat, in drills.....	1 1-4 bushels
Wheat, broadcast.....	2 bushels

## TABLE

SHOWING THE NUMBER OF DAYS FROM A GIVEN DAY IN ANY MONTH  
TO THE SAME DAY IN ANY OTHER MONTH.

FROM TO	January.	February.	March.	April.	May.	June.	July.	August.	September.	October.	November.	December.
January ....	365	31	59	90	120	151	181	212	243	273	304	334
February ...	334	365	28	59	89	120	150	181	212	242	273	303
March .....	306	337	365	31	61	92	122	153	184	214	245	275
April .....	275	306	334	365	30	61	91	122	153	183	214	244
May .....	245	276	304	335	365	31	61	92	123	153	185	214
June.....	214	245	273	304	334	365	30	61	92	122	153	183
July.....	184	215	243	274	304	335	365	31	62	92	123	153
August .....	153	184	212	243	273	304	334	365	31	61	92	122
September ..	122	153	181	212	242	273	303	334	365	30	61	91
October. ...	92	123	151	182	212	243	273	304	335	365	31	61
November...	61	92	120	151	181	212	242	273	304	334	365	30
December...	31	62	90	121	151	182	212	243	274	304	335	365

## EXAMPLE.

To find the number of days from June 16th to October 16th :—

In the left-hand column find June. Run your eye along to the right until it reaches the column headed October at the top. At the intersection of the two columns you will find the answer, 122 days.

# *NAMES AND DIMENSIONS OF VARIOUS KINDS OF PAPER.*

## *Print.*

Medium.....	19	x	24
Royal (20 x 24).....	20	x	25
Super Royal.....	22	x	28
Imperial.....	22	x	32
Medium and a half.....	24	x	30
Small Double Medium.....	24	x	36
Double Medium.....	24	x	38
Double Royal.....	26	x	40
Double Super Royal.....	28	x	42
Double Super Royal.....	29	x	43
Broad Twelves.....	23	x	41
Double Imperial.....	32	x	46

## *Folded.*

Billet Note.....	6	x	8
Octavo Note.....	7	x	9
Commercial Note.....	8	x	10
Packet Note.....	9	x	11
Bath Note.....	8½	x	14
Letter.....	10	x	16
Commercial Letter.....	11	x	17
Packet Post.....	11½	x	18
Foolscap.....	12½	x	16

## *Flat.*

Legal Cap.....	13	x	16
Flat Cap.....	14	x	17
Crown.....	15	x	19
Double Flat Letter.....	16	x	20
Demy.....	16	x	21
Folio Post.....	17	x	22
Check Folio.....	17	x	24
Double Cap.....	17	x	28
Extra Size Folio.....	19	x	23
*Medium.....	18	x	23
*Royal.....	19	x	24
*Super Royal.....	20	x	28
*Imperial.....	22	x	30
Double Demy.....	21	x	31
Elephant.....	22½	x	27½
Columbier.....	23	x	31½
Atlas.....	26	x	33
Double Elephant.....	26	x	40



# PRINTERS' AND PUBLISHERS' TABLE OF PAPER REQUIRED TO MAKE BOOKS.

The following table shows the quantity of paper required for printing 1,000 copies (including 56 extra copies to allow for wastage), of any book of ordinary size, from 8vo down to 32mo. If the quantity required is not found in the Table, double or treble some suitable number of pages or quantity of paper :

No. of Forms.	8vo Pages.	12mo Pages.	16mo Pages.	24mo Pages.	32mo Pages.	1000 Copies.	
						Rms.	Qrs.
1	8	12	16	24	33	1	2
2	16	24	32	48	64	2	4
3	24	36	48	72	96	3	6
4	32	48	64	96	128	4	8
5	40	60	80	120	160	5	10
6	48	72	96	144	192	6	12
7	56	84	112	168	224	7	14
8	64	96	128	192	256	8	16
9	72	108	144	216	288	9	18
10	80	120	160	240	320	11	...
11	88	132	176	264	352	12	2
12	96	144	192	288	384	13	4
13	104	156	208	312	416	14	6
14	112	168	224	336	448	15	8
15	120	180	240	360	480	16	10
16	128	192	256	384	512	17	12
17	136	204	272	408	.....	18	14
18	144	216	288	432	.....	19	16
19	152	228	304	456	.....	20	18
20	160	240	320	480	.....	22	.....
21	168	252	336	504	...	23	2
22	176	264	352	.....	.....	24	4
23	184	276	368	.....	.....	25	6
24	192	288	384	.....	.....	26	8
25	200	300	400	.....	.....	27	10
26	208	312	416	.....	.....	28	12
27	216	324	432	.....	.....	29	14
28	224	336	448	.....	.....	30	16
29	232	348	464	.....	.....	31	18
30	240	360	480	.....	.....	33	.....
31	248	372	496	.....	.....	34	2
32	256	384	512	.....	.....	35	4
33	264	396	528	.....	.....	36	6
34	272	408	544	.....	.....	37	8

## EXAMPLE.

How many reams will be required for a 12mo book containing 408 pages? Find the number of pages (408) in the 12mo column; in the outer column on the left of the table the number of forms (34) is seen, and in the outer column on the right the quantity of paper required (37 reams, 8 quires) is given.

*UNITED STATES LAND MEASURE.*

A township has 36 sections, each containing a square mile. In a section there are 640 acres. A quarter section half a mile square contains 160 acres. An eighth section, half a mile long, north and south, and a quarter of a mile wide, contains 80 acres. A sixteenth section, a quarter of a mile square, contains 40 acres.

The sections are all numbered from 1 to 36, commencing at northeast corner, thus :

6	5	4	3	2	N.W. N.E.
					S.W. S.E.
7	8	9	10	11	12
18	17	16*	15	14	13
19	20	21	22	23	24
30	29	28	27	26	25
31	32	33	34	35	36

\* School Section.

The Sections are all divided into quarters, which are named by the cardinal points, as in section 1. The quarters are divided in the same way. The description of a forty-acre lot would read as follows: The south half of the west half of the southwest quarter of section 1 in township 24, north of range 7 west, as the case might be.

## NUMBER OF BRICK REQUIRED TO CONSTRUCT ANY BUILDING.

*Reckoning 7 brick to each superficial foot.*

Superficial feet of wall.	Number of bricks to thickness of					
	4 inch.	8 inch.	12 inch.	16 inch.	20 inch.	24 inch.
1.....	7	15	23	30	38	45
2.....	15	30	45	60	75	90
3.....	23	45	68	90	113	135
4.....	30	60	90	120	150	180
5.....	38	75	113	150	188	225
6.....	45	90	135	180	225	270
7.....	53	105	158	210	263	315
8.....	60	120	180	240	300	360
9.....	68	135	203	270	338	405
10.....	75	150	225	300	375	450
20.....	150	300	450	600	750	900
30.....	225	450	675	900	1,125	1,350
40.....	300	600	900	1,200	1,500	1,800
50.....	375	750	1,125	1,500	1,875	2,250
60.....	450	900	1,350	1,800	2,250	2,700
70.....	525	1,050	1,575	2,100	2,625	3,150
80.....	600	1,200	1,800	2,400	3,000	3,600
90.....	675	1,350	2,025	2,700	3,375	4,050
00.....	750	1,500	2,250	3,000	3,750	4,500
200.....	1,500	3,000	4,500	6,000	7,500	9,000
300.....	2,250	4,500	6,750	9,000	11,250	13,500
400.....	3,000	6,000	9,000	12,000	15,000	18,000
500.....	3,750	7,500	11,250	15,000	18,750	22,500
600.....	4,500	9,000	13,500	18,000	22,500	27,000
700.....	5,250	10,500	15,750	21,000	26,250	31,500
800.....	6,000	12,000	18,000	24,000	30,000	36,000
900.....	6,750	13,500	20,250	27,000	33,750	40,500
1000.....	7,500	15,000	22,500	30,000	37,500	45,000

### *Important Information for Builders.*

One thousand shingles, laid 4 inches to the weather, will cover 100 square feet of surface, and 5 pounds of shingle-nails will fasten them on.

One-fifth more siding and flooring is needed than the number of square feet of surface to be covered, because of the lap in the siding and matching

One thousand laths will cover 70 yards of surface, and 11 pounds of lath nails will nail them on. Eight bushels of good lime, 16 bushels of sand, and 1 bushel of hair, will make enough good mortar to plaster 100 square yards.

A cord of stone, 3 bushels of lime, and a cubic yard of sand, will lay 100 cubic feet of wall.

Five courses of brick will lay 1 foot in height on a chimney, 16 bricks in a course will make a flue 4 inches wide and 12 inches long, and 8 bricks in a course will make a flue 8 inches wide and 16 inches long.

Cement, 1 bushel, and sand, 2 bushels, will cover  $3\frac{1}{2}$  square yards 1 inch thick,  $4\frac{1}{2}$  square yards  $\frac{3}{4}$  inch thick, and  $6\frac{3}{4}$  square yards  $\frac{1}{2}$  inch thick. One bushel cement and 1 of sand will cover  $2\frac{1}{4}$  square yards 1 inch thick, 3 square yards  $\frac{3}{4}$  inch thick, and  $4\frac{1}{2}$  square yards  $\frac{1}{2}$  inch thick.

### SIZES OF NAILS.

In the table below will be found the length of various sizes of nails, together with the number of nails in a pound. In making estimates for work this information will often be found valuable.

Number.	Length in inches.	Nails per pound.
3-penny, .....	1 .....	557
4-penny, .....	$1\frac{1}{4}$ .....	535
5-penny, ....	$1\frac{1}{2}$ .....	282
6-penny, .....	2 .....	177
7-penny, .....	$2\frac{1}{4}$ .....	141
8-penny, ....	$2\frac{1}{2}$ .....	101
10-penny, .....	$2\frac{3}{4}$ .....	68
12-penny, .....	3 .....	54
20-penny, .....	$3\frac{1}{2}$ .....	34

### PRESIDENTIAL VOTE, FROM 1824 TO 1885.

Year.	Name of Candidate.	Party.	Popular vote.	Elec. vote.
1824	Andrew Jackson ....	Democrat .....	155,872	99
"	John Q. Adams .....	Federal .....	105,321	84
"	W. H. Crawford ....	Republican .....	44,282	41
"	Henry Clay .....	" .....	46,587	37
1828	Andrew Jackson ....	Democrat .....	647,231	178
"	John Q. Adams .....	Republican .....	509,097	63



## PRESIDENTIAL VOTE, FROM 1824 TO 1885—CONTINUED.

Year.	Name of Candidate.	Party.	Popular vote.	Elec. vote.
1828	Andrew Jackson.....	Democrat.....	687,502	219
"	Henry Clay.....	National Republican	530,189	49
"	John Floyd.....	Whig.....	.....	11
"	William Wirt.....	".....	.....	7
1836	Martin Van Buren...	Democrat.....	761,549	167
"	W. H. Harrison.....	Whig.....	.....	73
"	Hugh L. White.....	".....	.....	26
"	Daniel Webster.....	".....	736,656	14
"	W. P. Mangam.....	".....	.....	11
1840	Martin Van Buren...	Democrat.....	1,128,702	40
"	W.H. Harrison.....	Whig.....	1,275,011	234
"	J. G. Birney.....	Liberal.....	7,059	.....
1844	James K. Polk.....	Democrat.....	1,337,243	170
"	Henry Clay.....	Whig.....	1,299,068	105
"	J. G. Birney.....	Liberal.....	62,300	.....
1848	Zachary Taylor.....	Whig.....	1,360,099	163
"	Lewis Cass.....	Democrat.....	1,220,544	127
"	Martin Van Buren...	Free Soil.....	291,263	.....
1852	Franklin Pierce.....	Democrat.....	1,601,474	254
"	Winfield Scott.....	Whig.....	1,386,578	42
"	John P. Hale.....	Free Soil.....	155,825	.....
1856	James Buchanan.....	Democrat.....	1,838,169	174
"	John C. Fremont....	Republican.....	1,341,262	114
"	Millard Fillmore....	American.....	874,534	8
1860	Abraham Lincoln....	Republican.....	1,866,352	180
"	S. A. Douglas.....	Democrat.....	1,375,157	72
"	J. C. Breckenridge...	".....	845,763	39
"	John Bell.....	Union.....	589,581	12
1864	Abraham Lincoln....	Republican.....	2,216,067	212
"	Geo. B. McClellan...	Democrat.....	1,808,725	21
1868	U. S. Grant.....	Republican.....	3,015,071	214
"	Horatio Seymour....	Democrat.....	2,709,613	71
1872	U. S. Grant.....	Republican.....	3,597,070	286
"	Horace Greeley.....	Liberal & Democrat.	2,834,079	.....
"	Charles O'Connor....	Democrat.....	.....	.....
"	James Black.....	Temperance.....	.....	.....
1876	R. B. Hayes.....	Republican.....	4,033,295	185
"	Samuel J. Tilden....	Democrat.....	4,284,265	184
"	Peter Cooper.....	Greenback.....	81,737	.....
"	G. C. Smith.....	Prohibition.....	9,522	.....
"	Scattering.....	.....	2,636	.....
1880	James A. Garfield...	Republican.....	4,454,416	214
"	W. S. Hancock.....	Democrat.....	4,444,952	155
"	James B. Weaver....	Greenback.....	308,578	.....
1884	James G. Blaine.....	Republican.....	.....	182
"	Grover Cleveland....	Democrat.....	.....	219

*PRESIDENTS OF THE UNITED STATES.*

Names.	Inaugurated.	Continued in office.	Born in
George Washington.....	Apr. 30, 1789	8 years.....	Virginia.
John Adams .....	Mar. 4, 1797	4 " .....	Massachusetts
Thomas Jefferson.....	" 4, 1801	8 " .....	Virginia.
James Madison.....	" 4, 1809	8 " .....	"
James Monroe.....	" 4, 1817	8 " .....	"
John Q. Adams .....	" 4, 1825	4 " .....	Massachusetts
Andrew Jackson .....	" 4, 1829	8 " .....	S. Carolina.
Martin Van Buren.....	" 4, 1837	4 " .....	New York.
Wm. H. Harrison .....	" 4, 1841	1 month .....	Virginia.
John Tyler .....	Apr. 5, 1841	3 yrs., 11 mos.	"
James K. Polk.....	Mar. 4, 1845	4 years.....	N. Carolina.
Zachary Taylor .....	" 4, 1849	1 yr., 4 mos..	Virginia.
Millard Fillmore .....	July 10, 1850	2 yrs., 8 mos..	New York.
Franklin Pierce .....	Mar. 4, 1853	4 years... ..	N. Hampshire.
James Buchanan .....	" 4, 1857	4 " .....	Pennsylvania.
Abraham Lincoln .....	" 4, 1861	4 yrs., 40 days	Kentucky.
Andrew Johnson .....	Apr. 15, 1865	3 yrs., 11 mos.	N. Carolina.
U. S. Grant.....	Mar. 4, 1869	8 years .....	Ohio.
R. B. Hayes .....	" 5, 1877	4 " .....	"
James A. Garfield .....	" 4, 1881	6 mos., 16 days	"
C. A. Arthur .....	Sept. 22, 1881	.....	New York.

*ELECTORAL VOTES OF EACH STATE.*

1884.

Alabama .....	10	Mississippi .....	9
Arkansas .....	7	Minnesota .....	7
California .....	8	Nebraska .....	5
Colorado .....	3	Nevada .....	3
Connecticut .....	6	New Hampshire .....	4
Delaware .....	3	New Jersey .....	9
Florida .....	4	New York .....	36
Georgia .....	12	North Carolina .....	11
Illinois .....	22	Ohio .....	23
Indiana .....	15	Oregon .....	3
Iowa .....	13	Pennsylvania .....	30
Kansas .....	9	Rhode Island .....	4
Kentucky .....	13	South Carolina .....	9
Louisiana .....	8	Tennessee .....	12
Maine .....	6	Texas .....	13
Maryland .....	8	Vermont .....	4
Massachusetts .....	14	Virginia .....	12
Michigan .....	13	West Virginia .....	6
Missouri .....	16	Wisconsin .....	11
Totals .....			401

*TIME FOR HOLDING STATE AND TERRITORIAL ELECTIONS*


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Alabama .....	First Monday in August.
Arizona Territory .....	Tuesday after first Monday in November.
Arkansas .....	First Tuesday in September.
California .....	Tuesday after first Monday in November.
Colorado .....	First Tuesday in October.
Connecticut .....	Tuesday after first Monday in November.
Dakota Territory .....	Tuesday after first Monday in November.
Delaware .....	Tuesday after first Monday in November.
Florida .....	Tuesday after first Monday in November.
Georgia .....	First Wednesday in October.
Idaho Territory .....	Tuesday after first Monday in November.
Illinois .....	Tuesday after first Monday in November.
Indiana .....	Tuesday after first Monday in November.
Indian Territory .....	Tuesday after first Monday in November.
Iowa .....	Second Tuesday in October.
Kansas .....	Tuesday after first Monday in November.
Kentucky .....	First Monday in August.
Louisiana .....	First Monday in November.
Maine .....	Second Monday even years bien. in September
Maryland .....	Tuesday after first Monday in November.
Massachusetts .....	Tuesday after first Monday in November.
Michigan .....	Tuesday after first Monday in November.
Minnesota .....	Tuesday after first Monday in November.
Mississippi .....	Tuesday after first Monday in November.
Missouri .....	Tuesday after first Monday in November.
Montana Territory .....	Tuesday after first Monday in November.
Nebraska .....	Tuesday after first Monday in November.
Nevada .....	Tuesday after first Monday in November.
New Hampshire .....	Tuesday after first Monday in November.
New Jersey .....	Tuesday after first Monday in November.
New Mexico Territory ..	Tuesday after first Monday in November.
New York .....	Tuesday after first Monday in November.
North Carolina .....	Tuesday after first Monday in November.
Ohio .....	Second Tuesday in October.
Oregon .....	First Monday in June.
Pennsylvania .....	Tuesday after first Monday in November.
Rhode Island .....	First Wednesday in April.
South Carolina .....	Tuesday after first Monday in November.
Tennessee .....	Tuesday after first Monday in November.
Texas .....	Tuesday after first Monday in November.
Utah Territory .....	First Monday in August.
Vermont .....	First Tuesday in September.
Virginia .....	Tuesday after first Monday in November.
Washington Territory ..	Tuesday after first Monday in November.
West Virginia .....	Second Tuesday in October.
Wisconsin .....	Tuesday after first Monday in November.
Wyoming Territory .....	Tuesday after first Monday in November.

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## POPULATION, CAPITALS, AND AREA OF PRINCIPAL NATIONS.

COUNTRIES.	CAPITALS.	Last Census.	Population.	Area Square Miles.	Inhabitants to Square Miles.
Argentine Republic .....	Buenos Ayres .....	1875	2,400,000	827,177	2.90
Austria, Hungary .....	Vienna .....	1880	37,741,413	240,413	156.98
Belgium .....	Brussels .....	1878	5,476,668	11,369	481.71
Bolivia .....	La Paz .....	1878	2,080,000	500,740	4.15
Brazil .....	Rio de Janeiro .....	1872	10,108,291	3,218,166	3.14
Canada, Dominion of .....	Ottawa .....	1881	4,352,080	3,204,301	1.35
Ceylon .....	Columbo .....	1881	2,798,166	24,702	111.65
Chili .....	Santiago .....	1878	2,410,396	124,084	19.34
Chinese Empire .....	Pekin .....	Est.	434,626,060	4,560,107	95.31
Colombia, U. S. of .....	Bogota .....	1870	2,951,323	321,636	9.20
Denmark .....	Copenhagen .....	1878	1,969,454	14,784	133.21
Egypt .....	Cairo .....	1877	17,419,480	1,152,948	15.19
Ecuador .....	Quito .....	1878	1,146,000	248,312	4.61
France .....	Paris .....	1876	36,905,788	204,080	180.88
Germany .....	Berlin .....	1880	45,194,172	208,624	216.62
Great Britain and Ireland .....	London .....	1881	35,246,633	121,571	289.92
Greece .....	Athens .....	1879	1,679,775	20,018	83.91
India, British .....	Calcutta .....	1881	252,541,210	810,542	311.57
Italy .....	Rome .....	1878	28,269,620	114,380	246.63
Japan .....	Yeddo .....	1876	34,338,404	146,568	234.28
Mexico .....	Mexico .....	1877	9,389,461	541,568	12.66
Morocco .....	Morocco .....	Est.	6,370,000	313,560	20.31
Netherlands .....	S'Gravenhage .....	1878	3,981,887	12,527	312.86
Norway .....	Christiania .....	1876	1,806,900	122,823	14.71
Paraguay .....	Asuncion .....	1876	293,844	91,980	3.19
Persia .....	Teheran .....	Est.	7,000,000	636,203	11.00
Peru .....	Lima .....	1876	3,050,000	72,418	42.11
Portugal .....	Lisbon .....	1878	4,848,551	34,595	125.69
Ru-sian Empire .....	St. Petersburg .....	1877	82,330,864	8,138,541	10.11
Roumania .....	Bucharest .....	Est.	5,376,000	5,159	107.17
Servia .....	Belgrade .....	1876	1,589,650	18,781	84.64
Siam .....	Bangkok .....	Est.	5,750,000	280,564	20.49
Spain .....	Madrid .....	1877	10,333,293	193,171	84.55
Sweden .....	Stockholm .....	1878	4,531,863	170,927	26.51
Switzerland .....	Berne .....	1880	2,831,787	15,908	177.10
Turkey .....	Constantinople .....	Est.	25,036,480	860,322	29.10
Uruguay .....	Montevideo .....	1877	447,000	72,151	6.19
United States .....	Washington .....	1880	50,152,866	3,602,980	13.92
Venezuela .....	Caracas .....	1873	1,784,197	439,119	4.06



### VITAL STATISTICS IN LARGE CITIES.

The following are statistics of population, births, and deaths in six leading foreign and six American cities:

FOREIGN CITIES.	Births. 1882.	Deaths. 1882.	Death rate, per 1,000. 1882.
London .....	133,200	82,905	21.29
Paris .....	72,587	58,702	26.27
Berlin .....	44,466	30,465	26.94
Vienna .....	29,262	21,595	29.16
Glas-gow .....	19,792	12,985	24.44
Dublin .....	16,073	9,699	27.85
AMERICAN CITIES.			
New York .....	27,321	37,924	29.64
Brooklyn .....	10,656	15,013	24.84
Baltimore .....	7,739	8,922	21.84
Boston .....	10,986	9,015	23.42
Cincinnati .....	7,101	6,873	24.55
San Francisco .....	2,115	5,419	21.68

### TABLE OF DWELLINGS AND OCCUPANTS. CENSUS 1880.

CITIES.	Number of Dwellings.	Persons to a Dwelling.
New York .....	73,694	16.37
Philadelphia .....	146,412	5.79
Brooklyn .....	62,233	9.11
Chicago .....	61,069	8.24
Boston .....	43,944	8.26
St. Louis .....	43,026	8.15
Baltimore .....	50,839	6.54
Cincinnati .....	28,017	9.11
San Francisco .....	34,110	6.86
New Orleans .....	36,847	5.95

The average number of persons to a dwelling, all the United States taken together, was 5.60.

## RULES FOR THE USE OF FARMERS.

In buying and selling grain, hay, etc., the importance of knowing how to reckon the cost of the different commodities quickly, can scarcely be over-estimated.

It is safe to predict that the man who understands the following rules must have a great advantage over one who is ignorant in such matters.

### *To Reckon the Cost of Hay.*

*Multiply the number of pounds by half the price per ton, and point off three figures from the right.*

Rules are not always easy to remember unless the reasons for their formation are clearly understood. The ton referred to in this rule is 2,000 pounds. Dividing the price per ton by two, it will be seen, gives the cost of 1,000 pounds. If hay is \$18 per ton, dividing this sum by two gives us 9 as the figure with which to multiply the number of pounds. The hay, then, costs 9 mills (.009) per pound. As we must always point off three figures when multiplying by mills, the explanation of the rule becomes plain.

#### EXAMPLE.

What will be the cost of 981 pounds of hay at \$18 per ton ?

$$\begin{array}{r} \phantom{\frac{1}{2} \text{ of } 18 = } 981 \\ \frac{1}{2} \text{ of } 18 = \phantom{00} 9 \\ \hline \$8.829 \end{array}$$

When the mills in the product exceed 5 it is customary, in commercial transactions, to add one to the cents in the answer. The cost of 981 pounds of hay, therefore, at \$18 per ton, would be \$8.83.

*The above rule can be applied to any article which is sold on the basis of 2,000 pounds to the ton.*

### *To Measure Grain.*

*If the grain is contained in a bin or box, first find the number of cubic feet in the space actually filled with the grain. Multiply the cubic feet by 8 and point off one figure from the right.*

The above is an arbitrary rule, there being no particular reason for dividing by 8 except that such division will produce a sum nearer the actual contents than any other. Absolute accuracy requires the addition of one extra bushel to every 300 bushels obtained by the above rule.

**EXAMPLE.**

Given a bin 40 feet long, 20 feet wide, and 10 feet deep, full of wheat  
How many bushels does it contain ?

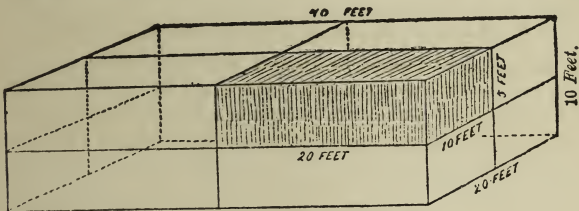
$$40 \times 20 \times 10 = 8,000 \text{ cubic feet.}$$

$$\begin{array}{r} 8,000 \\ 8 \\ \hline 6,400.0 \end{array}$$

The above calculation shows that the bin contains 6,400 bushels.

How many bushels would a bin half the above dimensions, or 20 feet long, 10 feet wide, and 5 feet deep contain ?  $20 \times 10 \times 5 = 1,000$  cubic feet.  $1,000 \times 8 = 800.0$ . Pointing off one figure from the right we have the answer, 800 bushels.

At first glance it may appear impossible that a bin only twice as large in every direction as the above (see first example) should contain eight times more grain. The following diagram will explain the matter fully :



It will be seen from a careful inspection of the above diagram that exactly 8 bins,  $20 \times 10 \times 5$ , can be constructed in the space occupied by a bin  $40 \times 20 \times 10$ .

In measuring corn in the ear, when stored in bins, the number of bushels should be divided by 2 to get at the number of bushels of shelled corn, because it takes two bushels of corn in the ear to make a bushel of shelled corn.

*How to Measure Land.*

Where it is only desired to approximate the number of acres in a field, the distances can be paced off and a result sufficiently accurate for many purposes obtained. Almost any man can train himself easily to step a yard, or three feet, and by walking across a field in a straight line both ways, and counting the steps, the data for calculating the number of acres can be quickly obtained. By multiplying the number of steps or

yards of the length and breadth of a piece of land together we get the square yards it contains, and this result can easily be reduced to rods and acres.

**RULE.**—*Multiply the length by the breadth and the product is the area.*

**EXAMPLE.**

Find the number of square yards in a piece of land 320 yards long and 250 yards wide.

$$\begin{array}{r} 320 \\ 250 \\ \hline 16000 \\ 640 \\ \hline \end{array}$$

Answer, 80,000 square yards.

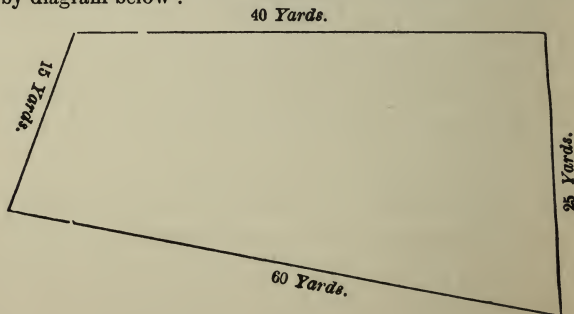
By the table of square measure, on page 481, we find that there are 4,840 square yards in an acre. Divide 80,000 by 4,840 and the result is the number of acres in a tract of land 320 yards long and 250 yards wide.

### *To Measure Pieces of Land of Irregular Shape.*

*Add the narrowest distance in length to the longest distance in length and divide by 2 to get the average length. Then add the narrowest distance in breadth to the longest distance in breadth to get the average breadth. After this, multiply the average length by the average breadth and the product will be the area.*

**EXAMPLE.**

Find the number of square yards in the irregular piece of land indicated by diagram below :





$25 + 15 = 40 \div 2 = 20$  average breadth.

$40 + 60 = 100 \div 2 = 50$  average length.

$50 \times 20 = 1,000$  square yards.

*To Find How Many Rods in Length Will Make an Acre, the Width Being Given.*

*Divide 160 by the width and the quotient will be the answer.*

EXAMPLE.

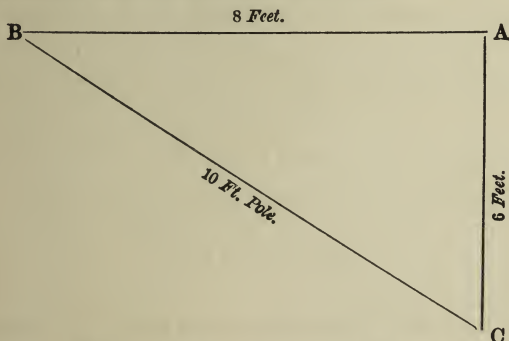
If a piece of land be 4 rods wide, how many rods in length will be required to make an acre?

$160 \div 4 = 40$  rods, the answer.

### RULES FOR MECHANICS.

#### *To Lay Off a Square Corner.*

From the end of one sill, A, measure off eight feet to B. Next measure off six feet on the sill lying at right angles with the first, from A to C. Then lay on a ten-foot pole one end of it, square with the first point, marked B. Move the other sill in or out until the second point, marked C, exactly squares with the other end of the pole.



#### *Measure of Superfices and Solids.*

Superficial measure is that which relates to length and breadth only, not regarding thickness. It is made up of squares, either greater or less, according to the different measures by which the dimensions of the figure are taken or measured.

Land is measured in this way, its dimensions being taken in inches, feet, and yards, or links, rods, and acres.

The contents of boards, also, are found in this way, their dimensions being taken in feet and inches.

The standard of measure is as follows: 12 inches in length make one foot of long measure; therefore,  $12 \times 12 = 144$ , the square inches in a superficial foot.

#### EXAMPLES.

If the floor of a room is 40 feet long by 24 feet wide, how many square feet are contained in it?

$40 \times 24 = 960$  square feet, the answer.

If a board is 4 inches wide, how long must it be to contain a square foot?

Divide 144 (square inches in a foot) by 4 = 36.

If a board is 16 feet long and 14 inches wide, how many square feet does it contain?

*Multiply the length in feet by the breadth in inches and divide the product by 12.*

$16 \times 14 = 224 \div 12 = 18\frac{2}{3}$  square feet.

#### *To Find the Board Measure of Planks, Joist, or Square Timber.*

Find the square contents of one side of the piece to be measured by the foregoing rule and multiply the result by the thickness in inches.

#### EXAMPLE.

What is the board measure of a plank 18 feet long, 10 inches wide, and 4 inches thick?

$18 \times 10 = 180 \div 12 = 15 \times 4 = 60$ . Answer in square feet.

#### *Measuring Timber.*

To find the solid contents in feet:

*Multiply the depth in inches by the width in inches; then multiply by the length in feet and divide by 144.*

#### EXAMPLE.

How many solid feet in a piece of timber 24 inches wide, 10 inches thick, and 12 feet long?

$24 \times 10 = 240 \times 12 = 2,880 \div 144 = 20$  feet, the answer.

*To Find the Number of Feet of Timber in Trees with the Bark on.*

*Multiply the square of one-fifth of the circumference in inches by twice the length in feet, and divide by 144. Deduct  $\frac{1}{10}$  to  $\frac{1}{16}$ , according to the thickness of the bark.*

## EXAMPLE.

How many feet in the trunk of a tree 72 feet long and 15 feet in circumference?

$15 \times 12 = 180 \div 36 \times 36 = 1,296$ , the square of  $\frac{1}{5}$  the circumference in inches.

$72 \times 2 = 144 \times 1,296 = 186,624 \div 144 = 1,296$  feet, the answer.

## WEIGHTS AND MEASURES.

*Troy Weight.*

By this weight gold, silver, platina, and precious stones (except diamonds) are estimated.

20 mites.....	1 grain.	20 pennyweights.....	.1 ounce.
24 grains.....	1 pennyweight.	12 ounces.....	1 pound.

Pure gold is 24 carats fine. The U. S. standard for gold coin is nine-tenths pure gold.

The term carat is also applied to a weight of  $3\frac{1}{2}$  grains troy, used in weighing diamonds; it is divided into 4 parts called *grains*;  $3\frac{1}{2}$  grains troy are thus equal to 4 grains diamond weight.

*Apothecaries' Weight.*

The pound and ounce of this weight are the same as the pound and ounce of troy, but differently divided.

20 grains troy.....	1 scruple.
3 scruples.....	1 drachm.
8 drachms.....	1 ounce troy.
12 ounces.....	1 pound troy.

*Avoirdupois Weight.*

By this weight all goods are sold except those named under troy weight.

27 $\frac{11}{16}$ grains.....	1 drachm
16 drachms.....	1 ounce.

16 ounces .....	1 pound.
25 pounds.....	1 quarter.
4 quarters.....	1 hundredweight.
20 hundredweight.....	1 ton.

*Apothecaries' Fluid Measure.*

60 minims.....	1 fluid drachm.
8 fluid drachms .....	1 ounce (troy).
16 ounces (troy).....	1 pint.
8 pints .....	1 gallon.

*Dry Measure.*

4 gills.....	1 pint.	2 gallons .....	1 peck.
2 pints.....	1 quart.	4 pecks, or 8 gallons...	1 bushel.
4 quarts.....	1 gallon.	36 bushels.....	1 chaldron.

*Liquid or Wine Measure.*

4 gills ( <i>gil.</i> ) make 1 pint.....	<i>pt.</i>
2 pt.                   "   1 quart .....	<i>qt.</i>
4 qt.                   "   1 gallon.....	<i>gal.</i>
31½ gal.           "   1 barrel.....	<i>bbl.</i>
2 bbl.               "   1 hogshead.....	<i>hhd.</i>

The U. S. wine gallon contains 231 cubic inches.

*Long Measure.*

12 inches.....	1 foot.
3 feet.....	1 yard.
5½ yards .....	1 rod, pole, or perch
40 poles .....	1 furlong.
8 furlongs, or 1,760 yards.....	1 mile.

*Surveyors' Long Measure.*

7.92 inches ( <i>in.</i> ) make 1 link.....	<i>l.</i>
25 l.                   "   1 rod or pole .....	<i>rd. or p.</i>
4 rd., or 66 ft.   "   1 chain.....	<i>ch.</i>
80 ch.               "   1 mile.....	<i>mi.</i>

*Surveyors' Square Measure.*

Used by surveyors in computing the area or contents of land.

625 square links.....	1 pole.
16 poles.....	1 square chain



10 square chains.....	1 acre.
640 acres .....	1 square mile.
36 square miles (6 miles square).....	1 township.

### *Square Measure.*

144 square inches .....	1 square foot.
9 square feet .....	1 square yard.
30 $\frac{1}{4}$ square yards.....	1 square rod or perch
40 square rods.....	1 rood.
4 roods.....	1 acre.
640 acres .....	1 square mile.

### *CAPACITY OF BINS AND BOXES.*

Length.	Breadth.	Depth.	Bushels.
5 ft.....	3 ft.....	2 ft. .. will contain.....	24
5 ".....	3 " .....	3 " .. " ..	36
5 ".....	3 " .....	4 " .. " ..	48
7 ".....	5 " .....	3 ft. 9 in.. " ..	100
9 ".....	6 " .....	5 " .. " ..	216
13 ".....	8 " .....	6 ft. .. " ..	500

A box twenty-six by fifteen and a half inches square, and eight inches deep, will contain a bushel.

A box twelve inches by eleven and a half inches square, and nine inches deep, will contain a half bushel.

A box eight by eight inches square, and eight inches deep, will contain a peck.

A box eight by eight inches square, and four and one-eighth inches deep, will contain one gallon.

A box seven by eight inches square, and four and one-eighth inches deep, will contain a half gallon.

A box four by four inches square, and four and one-fourth inches deep, will contain a quart.

A box twenty-four inches by sixteen inches square, and twenty-eight inches deep, will contain a barrel.

A box four feet eight inches long, two feet four inches wide, and two feet four inches in depth, will contain twenty bushels.

## REFERENCE TABLE OF POPULATION.

*Cities and Towns, Etc., having a Population of Over 10,000 by the Census of 1880.*

Akron, Ohio.....	16,512	Cambridge, Mass.....	52,669	Detroit, Mich.....	116,340	Hoboken, N. J.....	30,999
Albany, N. Y.....	90,758	Camden, N. J.....	41,659	Dover, N. H.....	11,687	Holyoke, Mass.....	21,915
Alexandria, Va.....	13,659	Canton, Ohio.....	12,258	Dubuque, Iowa.....	22,254	Houston, Texas.....	10,513
Allegheny, Pa.....	78,682	Cedar Rapids, Iowa..	10,104	Easton, Pa.....	11,924	Hyde Park, Ill.....	15,716
Allentown, Pa.....	18,063	Charleston, S. C.....	49,984	East Saginaw, Mich..	19,016	Indianapolis, Ind....	75,056
Altoona, Pa.....	19,710	Chattanooga, Tenn..	12,892	East Saginaw, Mich..	19,016	Jackson, Mich.....	16,105
Atchison, Kan.....	15,105	Chelsea, Mass.....	21,782	Eau Claire, Wis.....	10,119	Jacksonville, Ill.....	10,927
Atlanta, Ga.....	87,409	Chester, Pa.....	14,997	Elizabeth, N. J.....	28,229	Jersey City, N. J.....	120,722
Attleborough, Mass..	11,111	Chicago, Ill.....	503,185	Elmhurst, N. Y.....	20,541	Joliet, Ill.....	16,145
Auburn, N. Y.....	21,924	Chicopee, Mass.....	11,325	Erte, Pa.....	27,737		
Augusta, Ga.....	21,891	Chillicothe, Ohio....	10,938	Evansville, Ind.....	29,280		
Aurora, Ill.....	11,873	Cincinnati, Ohio.....	255,139				
Austin, Texas.....	10,960	Cleveland, Ohio.....	160,146	Fall River, Mass.....	48,961	Kalamazoo, Mich....	11,937
		Cohoes, N. Y.....	19,416	Fitchburg, Mass.....	12,429	Kansas City, Mo....	55,785
Baltimore, Md.....	332,313	Columbia, S. C.....	10,036	Fon-du-Lac, Wis.....	13,094	Keokuk, Iowa.....	12,117
Bangor, Me.....	10,856	Columbus, Ohio.....	51,647	Fort Wayne, Ind....	26,380	Kingston, N. Y.....	18,344
Bay City, Mich.....	20,693	Concord, N. H.....	13,843				
Belleville, Ill.....	10,683	Council Bluffs, Iowa..	18,059	Galesburg, Ill.....	11,437	La Crosse, Wis.....	14,505
Biddeford, Me.....	12,631	Covington, Ky.....	29,720	Galveston, Texas....	22,248	Lafayette, Ind.....	14,860
Binghamton, N. Y... 17,317		Cumberland, Md.....	10,693	Georgetown, D. C....	12,578	Lancaster, Pa.....	25,769
Bloomington, Ill.....	17,180			Gloucester, Mass....	19,328	Lawrence, Mass.....	39,151
Boston, Mass.....	362,889	Dallas, Texas.....	10,358	Grand Rapids, Mich..	32,016	Leadville, Col.....	14,820
Bridgeport, Ct.....	27,643	Daubury, Ct.....	11,666			Leavenworth, Kan..	16,546
Brooklyn, N. Y.....	566,663	Davenport, Iowa....	21,831	Hamilton, Ohio.....	12,122	Lewiston, Me.....	19,083
Buffalo, N. Y.....	155,134	Dayton, Ohio.....	38,678	Hannibal, Mo.....	11,074	Lexington, Ky.....	16,656
Burlington, Iowa....	19,450	Denver, Col.....	35,629	Harrisburgh, Pa.....	30,762	Lincoln, Neb.....	13,003
		Derby, Ct.....	11,650	Hartford, Ct.....	42,015	Lincoln, R. I.....	13,765
Burlington, Vt.....	11,364	Des Moines, Iowa....	22,408	Haverhill, Mass.....	18,472	Little Rock, Ark....	13,133

Lockport, N. Y.....	13,522	New London, Ct.....	10,537	Quincy, Ill.....	27,568	Stockton, Cal.....	10,282
Logansport, Ind.....	11,198	New Orleans, La.....	216,090	Quincy, Mass.....	10,529	Syracuse, N. Y.....	51,792
Long Isl. City, N. Y..	17,129	Newport, Ky.....	20,433				
Los Angeles, Cal.....	11,183	Newport, R. I.....	15,693	Racine, Wis.....	16,031	Taunton, Mass.....	21,213
Louisville, Ky.....	123,758	Newton, Mass.....	16,995	Reading, Pa.....	43,278	Terre Haute, Ind.....	26,042
Lowell, Mass.....	59,475	New York, N. Y..	1,206,299	Richmond, Ind.....	12,742	Toledo, Ohio.....	50,136
Lynchburg, Va.....	15,959	Norfolk, Va.....	21,966	Richmond, Va.....	63,600	Topeka, Kan.....	15,452
Lynn, Mass.....	38,274	Norristown, Pa.....	13,063	Rochester, N. Y.....	89,266	Trenton, N. J.....	29,910
		North Adams, Mass..	10,192	Rockford, Ill.....	13,129	Troy, N. Y.....	56,747
Macon, Ga.....	12,749	Northampton, Mass.	12,172	Rock Island, Ill.....	11,659	Utica, N. Y.....	33,914
Madison, Wis.....	10,324	Norwalk, Ct.....	13,956	Rome, N. Y.....	12,194	Vicksburg, Miss.....	11,814
Malden, Mass.....	12,017	Norwich, Ct.....	15,112			Virginia City, Neb..	10,917
Manchester, N. H.....	32,630			Sacramento, Cal.....	21,420	Waltham, Mass.....	11,711
Marlborough, Mass..	10,126	Oakland, Cal.....	34,555	Saginaw, Mich.....	10,525	Warwick, R. I.....	12,163
Memphis, Tenn.....	33,592	Ogdensburg, N. Y..	10,341	Salem, Mass.....	27,563	Washington, D. C..	147,293
Meriden, Ct.....	15,540	Omaha, Neb.....	30,518	Salt Lake City, Utah.	20,768	Waterbury, Ct.....	17,806
Middletown, Ct.....	11,732	Orange, N. J.....	13,207	San Antonio, Texas..	20,550	Watertown, N. Y..	10,697
Milwaukee, Wis.....	115,587	Oshkosh, Wis.....	15,748	Sandusky, Ohio.....	15,838	Weymouth, Mass....	10,571
Minneapolis, Minn..	46,387	Oswego, N. Y.....	21,116	San Francisco, Cal....	233,959	Wheeling, W. Va....	30,737
Mobile, Ala.....	29,132			San Jose, Cal.....	12,567	Wilkesbarre, Pa.....	23,339
Montgomery, Ala....	16,713	Paterson, N. J.....	51,031	Savannah, Ga.....	30,709	Williamsport, Pa....	18,934
Muskegon, Mich....	11,262	Pawtucket, R. I.....	19,030	Schenectady, N. Y..	13,655	Wilmington, Del....	42,478
		Peoria Ill.....	29,259	Scranton, Pa.....	45,850	Wilmington, N. C..	17,350
Nashua, N. H.....	13,397	Petersburg, Va.....	21,656	Shenandoah, Pa.....	10,147	Winona, Minn.....	10,208
Nashville, Tenn.....	43,350	Philadelphia, Pa....	847,170	Somerville, Mass....	24,933	Woburn, Mass.....	10,931
New Albany, Ind.....	16,423	Pittsburg, Pa.....	156,389	South Bend, Ind.....	13,280	Woonsocket, R. I..	16,053
Newark, N. J.....	136,508	Pittsfield, Mass.....	13,367	Springfield, Ill.....	19,743	Worcester, Mass....	58,291
New Bedford, Mass..	26,545	Portland, Me.....	33,810	Springfield, Mass....	33,340		
New Brighton, N. Y.	1,679	Portland, Oregon....	17,577	Springfield, Ohio....	20,730		
New Britain, Ct.....	11,800	Portsmouth, Ohio....	11,321	Stamford, Ct.....	11,209	Yonkers, N. Y.....	18,892
New Brunswick, N. J.	17,166	Portsmouth, Va.....	11,390	Steubenville, Ohio..	12,093	York, Pa.....	13,940
Newbury, N. Y.....	18,049	Pottsville, Pa.....	13,253	St. Joseph, Mo.....	32,431	Youngstown, Ohio..	15,435
Newburyport, Mass..	13,538	Poughkeepsie, N. Y.	20,207	St. Louis, Mo.....	350,518		
New Haven, Ct.....	62,882	Providence, R. I.....	104,857	St. Paul, Minn.....	41,473	Zanesville, Ohio....	18,113

## POPULATION OF EVERY STATE AND TERRITORY, ETC.

*United States Census of 1880.*

STATES.	Popula- tion.	Area in Square Miles.	Electoral Vote.
Alabama .....	1,262,794	50,722	10
Arkansas .....	802,564	52,198	7
California .....	864,686	188,981	8
Colorado .....	194,649	104,500	3
Connecticut .....	622,683	4,674	6
Delaware .....	146,654	2,120	3
Florida .....	267,851	59,268	4
Georgia .....	1,539,048	58,000	12
Illinois .....	3,078,769	55,410	22
Indiana .....	1,978,362	33,909	15
Iowa .....	1,624,620	55,045	13
Kansas .....	995,966	81,313	9
Kentucky .....	1,648,708	37,600	13
Louisiana .....	940,103	41,346	8
Maine .....	648,945	31,776	6
Maryland .....	934,632	11,184	8
Massachusetts .....	1,783,012	7,800	14
Michigan .....	1,636,331	56,451	13
Minnesota .....	780,806	83,531	7
Mississippi .....	1,131,592	47,156	9
Missouri .....	2,168,894	65,350	16
Nebraska .....	452,433	75,995	5
Nevada .....	62,265	112,090	3
New Hampshire .....	346,984	9,280	4
New Jersey .....	1,130,983	8,320	9
New York .....	5,083,810	47,000	36
North Carolina .....	1,400,647	51,704	11
Ohio .....	3,198,239	29,364	23
Oregon .....	174,767	95,244	3
Pennsylvania .....	4,232,786	46,000	30
Rhode Island .....	276,528	1,306	4
South Carolina .....	995,622	29,385	9
Tennessee .....	1,542,463	45,600	12
Texas .....	1,592,574	237,504	13
Vermont .....	332,286	10,212	4
Virginia .....	1,512,806	40,904	12
West Virginia .....	618,443	23,000	6
Wisconsin .....	1,315,483	53,924	11
Total of States .....	49,369,595	2,054,666	401
District of Columbia .....	177,638	60	
TERRITORIES.			
Arizona .....	40,441	113,916	...
Dakota .....	125,180	147,490	...
Idaho .....	32,611	90,932	...
Montana .....	39,157	143,776	...
New Mexico .....	118,430	121,201	...
Utah .....	143,906	81,066	...
Washington .....	75,120	69,944	...
Wyoming .....	20,788	93,107	...
Total United States .....	50,152,866	2,915,048	...



*ADMISSION, SQUARE MILES, ETC., OF VARIOUS STATES.*

Year of Settlement.	States.	Area in Square Miles.	Admitted to the Union.
1565	Florida.....	59,268	March 3, 1845.
1607	Virginia*.....	38,348	June 26, 1788.
1614	New York*.....	47,000	June 26, 1788.
1620	Massachusetts*....	7,800	February 6, 1788.
1623	New Hampshire*....	9,280	June 21, 1788.
1624	New Jersey*.....	8,320	December 18, 1787.
1625	Maine.....	35,000	March 4, 1820.
1627	Delaware*.....	2,120	December 7, 1787.
1633	Connecticut*.....	4,750	January 9, 1788.
1634	Maryland*.....	11,124	April 28, 1788.
1636	Rhode Island*.....	1,300	May 29, 1790.
1663	North Carolina*....	50,704	November 21, 1789.
1669	Wisconsin.....	53,924	March 3, 1848.
1670	Michigan.....	56,451	June 26, 1837.
1670	South Carolina*....	34,000	May 23, 1788.
1682	Pennsylvania*.....	46,000	December 12, 1787.
1685	Arkansas.....	52,198	June 15, 1836.
1690	Texas.....	274,356	December 29, 1845.
1690	Indiana.....	33,809	December 11, 1816.
1699	Louisiana.....	41,346	April 8, 1812.
1711	Alabama.....	50,722	December 4, 1818.
1716	Mississippi.....	47,156	December 10, 1817.
1720	Illinois.....	55,410	December 3, 1818.
1725	Vermont.....	10,212	March 4, 1791.
1733	Georgia*.....	58,000	January 2, 1788.
1757	Tennessee.....	45,600	June 1, 1796.
1764	Missouri.....	65,350	March 2, 1821.
1769	California.....	158,281	September 9, 1850.
1775	Kentucky.....	37,680	June 1, 1792.
1788	Ohio.....	39,964	November 30, 1802.
1811	Oregon.....	95,274	February 14, 1859.
1833	Iowa.....	55,045	December 28, 1846.
1846	Minnesota.....	83,531	February 26, 1858.
1850	Kansas.....	81,318	January 29, 1861.
1860	Nevada.....	104,125	March 21, 1864.
—	West Virginia.....	23,000	December 31, 1863.
—	Nebraska.....	75,995	March 1, 1867.
—	Colorado.....	104,500	July 4, 1876.

\* One of the thirteen original States.

*CENSUS OF THE UNITED STATES.*

1st. 1790.....	3,929,328	6th. 1840.....	17,069,453
2d. 1800.....	5,305,925	7th. 1850.....	23,191,876
3d. 1810.....	7,239,814	8th. 1860.....	31,443,321
4th. 1820.....	9,638,131	9th. 1870.....	38,558,371
5th. 1830.....	12,866,026	10th. 1880.....	50,152,863

*AREA AND ORGANIZATION OF TERRITORIES.*

ORGANIZED. SQUARE MILES.			ORGANIZED. SQUARE MILES.		
New Mexico,	1850	121,201	Montana,	1864	143,776
Utah,	1850	84,476	Wyoming,	1868	97,833
Washington,	1853	69,994	Indian,	1834	68,991
Dakota,	1861	150,932	Alaska,	1868	577,390
Arizona,	1863	113,916	D. Columbia,	1790	64
Idaho,	1863	86,294			

The whole area of the States and Territories, including water surface of lakes and rivers, is nearly equal to four millions of square miles.

*RATE OF ANNUAL INCOME ON INVESTMENTS.*

FAR VALUE BEING \$100, BEARING INTEREST AT

Price Paid.	Five Per cent.	Six Per cent.	Seven Per cent.	Eight. Per cent.	Ten Per cent.
\$50	10.00	12.00	14.00	16.00	20.00
55	9.09	10.90	12.72	14.55	18.18
60	8.33	10.00	11.66	13.33	16.66
65	7.69	9.23	10.76	12.30	15.38
70	7.14	8.57	10.00	11.42	14.28
75	6.66	8.00	9.33	10.66	13.35
80	6.25	7.50	8.75	10.00	12.50
82½	6.06	7.27	8.48	9.69	11.12
85	5.88	7.05	8.23	9.41	11.76
87½	5.71	6.85	8.00	9.14	11.42
90	5.55	6.66	7.77	8.88	11.11
92½	5.40	6.48	7.56	8.64	10.80
95	5.26	6.31	7.36	8.42	10.52
96	5.20	6.25	7.29	8.33	10.41
97	5.15	6.18	7.21	8.24	10.30
97½	5.12	6.15	7.17	8.20	10.25
98	5.10	6.12	7.14	8.16	10.20
99	5.05	6.06	7.07	8.08	10.10
100	5.00	6.00	7.00	8.00	10.00
101	4.95	5.94	6.93	7.92	9.90
102	4.90	5.88	6.86	7.84	9.80
103	4.85	5.82	6.79	7.76	9.70
104	4.80	5.76	6.73	7.69	9.61
105	4.76	5.71	6.66	7.61	9.52
110	4.54	5.45	6.36	7.27	9.09
115	4.34	5.21	6.08	6.95	8.69
120	4.16	5.00	5.83	6.66	8.33
125	4.00	4.80	5.60	6.40	8.00
130	3.84	4.61	5.38	6.15	7.69
135	3.70	4.44	5.18	5.92	7.40
140	3.57	4.28	5.00	5.71	7.14
145	3.44	4.13	4.82	5.51	6.89
150	3.33	4.00	4.66	5.33	6.66

### RESULTS OF SAVING SMALL AMOUNTS OF MONEY.

The following shows how easy it is to accumulate a fortune, provided proper steps are taken. The table shows what would be the result at the end of fifty years by saving a certain amount each day and putting it at interest at the rate of six per cent. :

<i>Daily Savings.</i>	<i>The Result.</i>	<i>Daily Savings.</i>	<i>The Result.</i>
One cent .....	\$950	Sixty cents .....	\$57,124
Ten cents .....	9,504	Seventy cents .....	66,528
Twenty cents .....	19,006	Eighty cents .....	76,132
Thirty cents .....	28,512	Ninety cents .....	85,587
Forty cents .....	38,015	One dollar .....	95,041
Fifty cents .....	47,520	Five dollars .....	475,238

Nearly every person wastes enough in twenty or thirty years, which, if saved and carefully invested, would make a family quite independent ; but the principle of small savings has been lost sight of in the general desire to become wealthy.

### CUBIC FEET OF HAY IN A TON.

No exact rule can be given for measuring hay in bulk ; the rules are as various as the kinds of hay, its condition, and the amount of pressure to which it has been subjected. The rules for hay in general use are as follows for a ton :

Timothy, a year in mow or stack.....	500	cubic feet.
Timothy, from the bottom of stack.....	400	" "
Timothy, newly stacked .....	700	" "
Clover, stacked for some months.....	700	" "
Clover, new.....	900	" "
Timothy and Clover, old stacked.....	600	" "
Timothy and Clover, new.....	800	" "
Common meadow-hay, old.....	800	" "
Common meadow-hay, new.....	1,000	" "

### To Estimate the Amount of Hay in a Stack.

Multiply the area of the base by one-third of the perpendicular height, this will give the number of cubic feet in the stack. Five hundred cubic feet of hay packed under ordinary circumstances are generally allowed for one ton. Then divide the number of cubic feet by 500, and you have the number of tons. In a square mow, the number of cubic feet is found by multiplying the length, width, and depth (in feet), together. The Government standard for a ton is 422 cubic feet.

# *PRICES OF COMMODITIES FOR FIFTY-THREE YEARS— 1825-77.*

Showing the average price of the articles named, in the New York market, in the month of January in each year.

YEAR.	Beef Mess.	Butter.	Wheat.	Corn.	Flour, Western.	Hams.
	bbl.	lb.	bush.	bush.	bbl.	lb.
1825	8.78	.15	1.01	.42	5.13	.09½
1826	9.16	.15½	.90	.74	4.80	.09½
1827	9.02	.17½	.93	.76	5.14	.10½
1828	9.14	.15½	1.15	.57	5.58	.09½
1829	9.21	.13½	1.63	.59	6.45	.09½
1830	8.99	.18½	1.64	.54	4.93½	.09½
1831	8.50	.14½	1.25	.58½	5.71	.10½
1832	9.46	.15½	1.26	.75	5.76½	.09½
1833	9.38	.15½	1.19½	.81½	5.56½	.09½
1834	9.17	.14	1.06	.50½	4.93	.09½
1835	11.08	.17½	1.05	.74	5.85½	.09½
1836	10 97	.19½	1.78	.90½	7.49½	.12½
1837	13.49	.19	1.77½	1.06	9.14	.12½
1838	14.70	.20	1.92	.86	7.96	.12½
1839	14.81	.19	1.24½	.92	7.30	.11
1840	13.02	.17½	1.06	.59½	5.29½	.10
1841	9.01	.11½	1.03	.52	5.58½	.07½
1842	7.39	.11½	1.25	.67	5.57	.06½
1843	7.15	.08½	.88½	.59½	4.85½	.08
1844	5.62	.10½	1.00	.43	4.67	.09
1845	8.21	.18½	1.02½	.51½	4.93½	.06
1846	7.54	.13	1.31	.74	5.06	.06½
1847	11.44	.16	1.02½	.80	6.68½	.10½
1848	9.83	.16	1.25	.77	5.96	.07½
1849	11.68	.15	1.22½	.64½	5.51	.08½
1850	9.08	.15½	1.25	.61	5.55	.08
1851	8.86	.14½	1.20	.64½	4.52	.08
1852	10.72	.18½	1.09	.70½	5.00	.09½
1853	8.87	.18	1.32	.68½	5.78	.08½
1854	10.94	.19½	2.04	.82½	8.89½	.07½
1855	11.47	.22½	2.57	1.01	8.76	.08½
1856	8.57	.22½	2.14	.93	6.42	.09
1857	12.87	.22½	1.75	.73½	5.78½	.10½
1858	10.48	.18½	1.37	.61	4.29½	.08½
1859	7.59	.19	1.40	.80½	4.11	.08½
1860	9.00	.16	1.45	.91½	4.30	.09½
1861	6.00	.14	1.44	.73	5.35	.08
1862	5.59	.15	1.38	.67	5.50	.06
1863	12.00	.22	1.53	.75	6.05	.08
1864	14.00	.24	1.82½	1.26	7.00	.11
1865	20.50	.45	1.85	1.95	10.00	.20
1866	20.00	.30	1.87½	.95½	8.75	.16½
1867	18.00	.30	3.00	1.16½	11.00	.12½
1868	32.00	.45	2.45	1.20	9.55	.12
1869	28.00	.40	1.70	.90	6.00	.15½
1870	27.00	.30	1.30	1.12	4.85	.15
1871	27.00	.20	1.42	.80	6.25	.11
1872	21.00	.15	1.50	.78	6.40	.09½
1873	21.00	.16	1.67	.66	6.25	.09½
1874	22.00	.27	1.65	.84	6.00	.10
1875	21.00	.29	1.25	.97	4.50	.11
1876	23.00	.26	1.30	.71	4.85	.12½
1877	20.00	.28	1.47	.59	5.50	.10½



**WEIGHT OF A LINEAL FOOT OF FLAT BAR IRON, IN POUNDS.**

BIRMINGHAM GAUGE.

Breadth in Inches.	THICKNESS IN FRACTIONS OF INCHES.								
	$\frac{1}{4}$	5-16	$\frac{3}{8}$	$\frac{7}{16}$	$\frac{1}{2}$	$\frac{5}{8}$	$\frac{3}{4}$	$\frac{7}{8}$	1
1	.83	1.04	1.25	1.46	1.67	2.08	2.50	2.92	3.34
1 $\frac{1}{8}$	.93	1.17	1.40	1.64	1.87	2.34	2.81	3.28	3.75
1 $\frac{1}{4}$	1.04	1.30	1.56	1.82	2.08	2.60	3.13	3.65	4.17
1 $\frac{3}{8}$	1.14	1.43	1.72	2.00	2.29	2.87	3.44	4.01	4.59
1 $\frac{1}{2}$	1.25	1.56	1.87	2.19	2.50	3.13	3.75	4.33	5.00
1 $\frac{5}{8}$	1.35	1.69	2.03	2.37	2.71	3.39	4.07	4.70	5.43
1 $\frac{3}{4}$	1.46	1.82	2.19	2.55	2.92	3.65	4.38	5.11	5.84
1 $\frac{7}{8}$	1.56	1.95	2.34	2.74	3.13	3.91	4.69	5.47	6.26
2	1.67	2.08	2.50	2.92	3.34	4.17	5.01	5.86	6.68
2 $\frac{1}{8}$	1.77	2.21	2.66	3.10	3.55	4.43	5.32	6.21	7.10
2 $\frac{1}{4}$	1.87	2.34	2.81	3.28	3.76	4.69	5.63	6.57	7.52
2 $\frac{3}{8}$	1.98	2.47	2.97	3.47	3.96	4.95	5.95	6.94	7.93
2 $\frac{1}{2}$	2.08	2.60	3.13	3.65	4.17	5.21	6.26	7.30	8.35
2 $\frac{5}{8}$	2.19	2.74	3.28	3.83	4.38	5.47	6.57	7.67	8.77
2 $\frac{3}{4}$	2.29	2.87	3.44	4.01	4.59	5.74	6.83	8.03	9.18
2 $\frac{7}{8}$	2.40	3.00	3.60	4.20	4.80	6.00	7.20	8.40	9.60
3	2.50	3.13	3.75	4.38	5.01	6.26	7.51	8.76	10.02
3 $\frac{1}{8}$	2.71	3.39	4.07	4.74	5.43	6.78	8.14	9.49	10.86
3 $\frac{1}{4}$	2.92	3.65	4.38	5.11	5.84	7.30	8.76	10.23	11.69
3 $\frac{3}{8}$	3.13	3.91	4.68	5.47	6.26	7.82	9.39	10.95	12.52
4	3.34	4.17	5.00	5.84	6.68	8.35	10.02	11.69	13.36
4 $\frac{1}{8}$	3.54	4.43	5.32	6.21	7.09	8.87	10.64	12.42	14.19
4 $\frac{1}{4}$	3.75	4.69	5.63	6.57	7.51	9.39	11.27	13.15	15.03
4 $\frac{3}{8}$	3.06	4.95	5.94	6.94	7.93	9.91	11.89	13.88	15.86
5	4.17	5.21	6.26	7.30	8.35	10.44	12.52	14.61	16.70
5 $\frac{1}{8}$	4.38	5.47	6.57	7.67	8.76	11.96	13.14	15.34	17.53
5 $\frac{1}{4}$	4.59	5.73	6.88	8.03	9.18	11.43	13.77	16.07	18.37
5 $\frac{3}{8}$	4.80	6.00	7.20	8.49	9.69	12.00	14.40	16.80	19.20
6	5.01	6.25	7.51	8.76	10.02	12.53	15.03	17.53	20.05

**YARDS OF IRON WIRE TO THE BUNDLE.**

ALL WIRES WEIGH 63 LBS. PER BUNDLE.

Wire Gauge.	Yards in Bundle.	Wire Gauge.	Yards in Bundle.
No. 0	71	No. 11	529
" 1	91	" 12	700
" 2	105	" 13	893
" 3	121	" 14	1,142
" 4	143	" 15	1,468
" 5	170	" 16	1,954
" 6	203	" 17	2,540
" 7	239	" 18	3,150
" 8	286	" 19	4,085
" 9	342	" 20	4,912
" 10	420		

*NUMBER OF WINDOW LIGHTS PER BOX OF 50 FEET.*

Size.	Numb.	Size.	Numb.	Size.	Numb.
6 by 8.....	150	13 by 24.....	23	16 by 60.....	8
7 " 9.....	115	13 " 26.....	21	18 " 20.....	20
8 " 10.....	90	13 " 28.....	20	18 " 22.....	18
8 " 11.....	82	13 " 30.....	19	18 " 24.....	17
8 " 12.....	75	13 " 32.....	17	18 " 26.....	16
9 " 11.....	73	14 " 15.....	34	18 " 28.....	14
9 " 12.....	67	14 " 16.....	32	18 " 30.....	14
9 " 13.....	62	14 " 17.....	31	18 " 32.....	13
9 " 14.....	57	14 " 18.....	29	18 " 34.....	12
9 " 15.....	53	14 " 20.....	26	18 " 36.....	11
9 " 16.....	50	14 " 22.....	24	18 " 38.....	11
9 " 18.....	45	14 " 24.....	22	18 " 40.....	10
10 " 12.....	60	14 " 26.....	20	18 " 42.....	10
10 " 13.....	55	14 " 28.....	19	18 " 44.....	9
10 " 14.....	52	14 " 30.....	17	18 " 46.....	9
10 " 15.....	48	14 " 32.....	16	18 " 50.....	8
10 " 16.....	45	14 " 34.....	15	18 " 52.....	8
10 " 17.....	43	14 " 36.....	14	18 " 56.....	7
10 " 18.....	40	14 " 38.....	14	18 " 60.....	7
10 " 20.....	36	14 " 40.....	13	20 " 22.....	16
10 " 22.....	33	14 " 42.....	12	20 " 24.....	15
10 " 24.....	30	14 " 44.....	12	20 " 26.....	14
10 " 26.....	28	14 " 46.....	11	20 " 28.....	13
10 " 28.....	26	15 " 16.....	30	20 " 30.....	12
10 " 30.....	24	15 " 18.....	27	20 " 32.....	11
11 " 12.....	55	15 " 20.....	24	20 " 34.....	11
11 " 13.....	51	15 " 22.....	22	20 " 36.....	10
11 " 14.....	47	15 " 24.....	20	20 " 38.....	10
11 " 15.....	44	15 " 26.....	19	20 " 40.....	9
11 " 16.....	41	15 " 28.....	17	20 " 42.....	9
11 " 17.....	39	15 " 30.....	16	20 " 44.....	8
11 " 18.....	37	15 " 32.....	15	20 " 46.....	8
11 " 20.....	33	15 " 34.....	14	20 " 48.....	8
11 " 22.....	30	15 " 36.....	13	20 " 50.....	7
11 " 24.....	27	15 " 38.....	13	20 " 54.....	7
12 " 14.....	43	15 " 40.....	12	20 " 58.....	6
12 " 15.....	40	16 " 16.....	28	20 " 64.....	6
12 " 16.....	38	16 " 18.....	25	22 " 24.....	14
12 " 17.....	35	16 " 20.....	23	22 " 26.....	13
12 " 18.....	34	16 " 22.....	21	22 " 28.....	12
12 " 20.....	30	16 " 24.....	19	22 " 30.....	11
12 " 22.....	27	16 " 26.....	17	22 " 32.....	10
12 " 24.....	25	16 " 28.....	16	22 " 34.....	10
12 " 26.....	23	16 " 30.....	15	22 " 36.....	9
12 " 28.....	22	16 " 32.....	14	22 " 38.....	9
12 " 30.....	20	16 " 34.....	13	22 " 40.....	8
12 " 32.....	19	16 " 36.....	13	22 " 42.....	8
12 " 34.....	18	16 " 38.....	12	22 " 44.....	7
12 " 36.....	17	16 " 40.....	11	22 " 48.....	7
13 " 14.....	40	16 " 42.....	11	22 " 50.....	7
13 " 15.....	37	16 " 44.....	10	22 " 52.....	6
13 " 16.....	35	16 " 46.....	10	22 " 56.....	6
13 " 18.....	31	16 " 48.....	9	22 " 60.....	5
13 " 20.....	28	16 " 52.....	9	24 " 24.....	13
13 " 22.....	25	16 " 54.....	8	24 " 26.....	12

*WEIGHT OF A LINEAL FOOT OF FLAT STEEL, IN POUNDS.*

Inch.	$\frac{1}{8}$		$\frac{1}{4}$	$\frac{3}{8}$	$\frac{1}{2}$	$\frac{3}{4}$	1
$\frac{1}{8}$	.213	.436	.64				
$\frac{3}{16}$	.266	.533	.8	1.066			
$\frac{1}{4}$	.319	.639	.959	1.28	1.6		
$\frac{5}{16}$	.426	.853	1.23	1.706	2.133	2.559	
$\frac{3}{8}$	.48	.959	1.439	1.919	2.399	2.879	3.84
$\frac{7}{16}$	.533	1.066	1.6	2.133	2.666	3.200	4.266
$\frac{1}{2}$	.586	1.173	1.759	2.346	2.933	3.519	4.693
$\frac{9}{16}$	.639	1.279	1.919	2.56	3.199	3.84	5.119
$\frac{5}{8}$	.693	1.386	2.079	2.773	3.466	4.16	5.546
$\frac{11}{16}$	.746	1.493	2.24	2.986	3.733	4.479	5.973
$\frac{3}{4}$	.853	1.706	2.559	3.413	4.266	5.119	6.846
$\frac{7}{8}$	.906	1.813	2.719	3.626	4.533	5.439	7.253
$1\frac{1}{8}$	.96	1.919	2.879	3.84	4.799	5.76	7.68
$1\frac{1}{4}$	1.013	2.026	3.039	4.053	5.066	6.079	8.106
$1\frac{3}{8}$	1.016	2.133	3.199	4.266	5.333	6.399	8.533
$1\frac{1}{2}$	1.019	2.24	3.36	4.48	5.6	6.72	8.96
$1\frac{5}{8}$	1.173	2.346	3.519	4.693	5.866	7.039	9.386
2	1.28	2.56	3.84	5.12	6.4	7.68	10.24
$2\frac{1}{8}$	1.386	2.773	4.16	5.546	6.933	8.319	11.093
$2\frac{1}{4}$	1.493	2.986	4.48	5.973	7.466	8.95	11.946
$2\frac{3}{8}$	1.6	3.199	4.799	6.399	7.999	9.599	12.799
$2\frac{1}{2}$	1.706	3.413	5.119	6.826	8.533	10.239	13.653
$2\frac{5}{8}$	1.813	3.626	5.439	7.253	9.066	10.879	14.506
$3$	1.92	3.84	5.76	7.68	9.6	11.52	15.36
$3\frac{1}{8}$	2.026	4.053	6.079	8.106	10.133	12.159	16.213
$3\frac{1}{4}$	2.133	4.266	6.399	8.523	10.666	12.799	17.066
$3\frac{3}{8}$	2.24	4.48	6.72	8.959	11.199	13.44	17.919
$3\frac{1}{2}$	2.346	4.693	7.039	9.386	11.733	14.079	18.773
$3\frac{5}{8}$	2.453	4.906	7.359	9.813	12.266	14.719	19.626
4	2.56	5.12	7.68	10.24	12.8	15.36	20.48

*NO. OF NAILS AND TACKS PER POUND.*

Name.	NAILS. Size.	No. per lb.	Name.	TACKS. Length.	No. per lb.
3 penny, fine	$1\frac{1}{2}$ inch	760 nails.	1 oz	$1\frac{1}{2}$ inch	16,000
3	$1\frac{1}{2}$ "	430 "	$1\frac{1}{8}$ "	3-16 "	10,666
4	$1\frac{1}{4}$ "	300 "	2 "	$\frac{1}{2}$ "	8,000
5	$1\frac{1}{4}$ "	200 "	$2\frac{1}{8}$ "	5-16 "	6,400
6	2 "	160 "	3 "	$\frac{3}{8}$ "	5,333
7	$2\frac{1}{4}$ "	128 "	4 "	7-16 "	4,000
8	$2\frac{1}{4}$ "	92 "	6 "	9-16 "	2,666
9	$2\frac{1}{2}$ "	72 "	8 "	$\frac{1}{2}$ "	2,000
10	3 "	60 "	10 "	11-16 "	1,600
12	$3\frac{1}{4}$ "	44 "	12 "	$\frac{3}{4}$ "	1,333
16	$3\frac{1}{4}$ "	32 "	14 "	13-16 "	1,143
20	4 "	24 "	16 "	$\frac{7}{8}$ "	1,000
30	$4\frac{1}{2}$ "	18 "	18 "	15-16 "	888
40	5 "	14 "	20 "	1 "	800
50	$5\frac{1}{2}$ "	12 "	22 "	$1\frac{1}{8}$ "	727
6	fence 2 "	80 "	24 "	$1\frac{1}{2}$ "	666
8	$2\frac{1}{2}$ "	50 "			
10	3 "	34 "			
12	$3\frac{1}{4}$ "	20 "			

## NO. POUNDS OF ROUND AND SQUARE BAR IRON PER FOOT.

Diam. or Side.	Square Bars.	Round Bars.	Breadth or Diam. in inches.	Square bars.	Round Bars.	Breadth or Diam. in inches.	Square Bars.	Round Bars.
$\frac{1}{4}$	.209	.164	1	3.34	2.62	$2\frac{7}{8}$	27.61	21.68
$5-16$	.326	.256	$1\frac{1}{8}$	4.22	3.32	3	30.07	23.60
$\frac{3}{8}$	.470	.369	$1\frac{1}{4}$	5.25	4.09	$3\frac{1}{4}$	35.28	27.70
$7-16$	.640	.502	$1\frac{3}{8}$	6.35	4.96	$3\frac{1}{2}$	40.91	32.23
$\frac{1}{2}$	.835	.656	$1\frac{1}{2}$	7.51	5.90	$3\frac{3}{4}$	46.97	36.89
$9-16$	1.057	.831	$1\frac{3}{4}$	8.82	6.92	4	53.44	41.97
$\frac{5}{8}$	1.305	1.025	$1\frac{7}{8}$	10.29	8.03	$4\frac{1}{4}$	60.32	47.38
$11-16$	1.579	1.241	$1\frac{7}{8}$	11.74	9.22	$4\frac{1}{2}$	67.63	53.12
$\frac{3}{4}$	1.879	1.476	2	13.36	10.49	$4\frac{3}{4}$	75.35	59.18
$13-16$	2.205	1.732	$2\frac{1}{8}$	15.08	11.84	5	83.51	65.58
$\frac{7}{8}$	2.556	2.011	$2\frac{1}{4}$	16.91	13.27	$5\frac{1}{4}$	92.46	72.39
$15-16$	2.936	2.306	$2\frac{3}{8}$	18.84	14.79	$5\frac{1}{2}$	101.03	79.35
			$2\frac{1}{2}$	20.87	16.39	$5\frac{3}{4}$	114.43	86.73
			$2\frac{3}{4}$	23.11	18.07	6	120.24	94.43
			$2\frac{7}{8}$	25.26	19.84			

## WEIGHT OF ONE FOOT OF BAR STEEL.

ROUND.		SQUARE.		OCTAGON.	
Diam. In.	Pounds.	Side In.	Pounds.	Diam In.	Pounds.
$\frac{1}{4}$	.166	$\frac{1}{4}$	.213	$\frac{1}{2}$	.84
$\frac{3}{8}$	.375	$\frac{3}{8}$	.479	$\frac{5}{8}$	1.23
$\frac{1}{2}$	.667	$\frac{1}{2}$	.855	$\frac{3}{4}$	1.75
$\frac{5}{8}$	1.04	$\frac{5}{8}$	1.33	$\frac{7}{8}$	2.25
$\frac{3}{4}$	1.50	$\frac{3}{4}$	1.91	1	2.75
$\frac{7}{8}$	2.05	$\frac{7}{8}$	2.61	$1\frac{1}{8}$	3.66
1	2.67	1	3.40	$1\frac{1}{4}$	4.55
$1\frac{1}{8}$	3.38	$1\frac{1}{8}$	4.34	$1\frac{1}{2}$	5.50
$1\frac{1}{4}$	4.17	$1\frac{1}{4}$	5.32	$1\frac{3}{4}$	6.45
$1\frac{3}{8}$	5.05	$1\frac{3}{8}$	6.44	$1\frac{7}{8}$	7.75
$1\frac{1}{2}$	6.00	$1\frac{1}{2}$	7.67	$1\frac{3}{4}$	9.20
$1\frac{5}{8}$	7.05	$1\frac{5}{8}$	9.00	$1\frac{7}{8}$	10.04
$1\frac{3}{4}$	8.17	$1\frac{3}{4}$	10.44	2	11.60
$1\frac{7}{8}$	9.38	$1\frac{7}{8}$	11.98	$2\frac{1}{8}$	13.14
2	10.68	2	13.63	$2\frac{1}{4}$	14.75
$2\frac{1}{8}$	12.04	$2\frac{1}{8}$	15.35	$2\frac{3}{8}$	16.40
$2\frac{1}{4}$	13.51	$2\frac{1}{4}$	17.20	$2\frac{1}{2}$	17.85
$2\frac{3}{8}$	15.05	$2\frac{3}{8}$	19.17	$2\frac{5}{8}$	19.50
$2\frac{1}{2}$	16.68	2	21.20	$2\frac{7}{8}$	21.25
$2\frac{5}{8}$	18.43	$2\frac{5}{8}$	23.30	$2\frac{7}{8}$	22.69
$2\frac{3}{4}$	20.19	$2\frac{3}{4}$	25.70	3	25.00
$2\frac{7}{8}$	22.00	$2\frac{7}{8}$	27.74		
3	24.03	3	30.60		
$3\frac{1}{4}$	28.20	$3\frac{1}{4}$	35.90		



## YEARS OF IMPORTANT FIRST EVENTS AND OCCURRENCES

- 1180—*Glass* first used for windows.  
1200—*Mariner's Compass* first used.  
1234—*Coal* first dug for fuel.  
1240—*Spectacles* invented.  
1302—*Paper* first made from linen rags.  
1320—*Gunpowder* invented.  
1436—*Printing* invented.  
1457—*Almanacs* first printed by Purbach, in Vienna. *Newspaper*. first in the world issued, called *The Gazette*, printed at Nuremburg.  
1462—*Metal Type* in matrices first made by Peter Schœffer, at Nuremburg. *Bible* first printed, at Mentz.  
1471—*Printing Press* first set up, by Caxton.  
1473—*Musical Notes* first used, but not printed until 1502.  
1476—*Watches* first made at Nuremburg.  
1516—*Post-office* first established for general public use, between Vienna and Brussels.  
1517—*The True System of the Universe*, discovered by Copernicus. Luther began to preach in the same year.  
1521—*Luther* summoned before the Diet of Worms.  
1526—*Xavier*, the first great missionary of modern Christianity, planted the cross in India.  
1527—*Wood Engraving* invented by Albert Durer.  
1530—*Spinning Wheel* set in motion by Jergens.  
1532—*Henry VIII.*, of England, finally and forever broke with the Pope.  
1535—*Ignatius Loyola* founded the Order of the Jesuits. *First English Bible* (Coverdale's).  
1545—*Modern Needles* first came into use.  
1552—*Books of Geography and Astronomy* destroyed in England, as being infected with magic.  
1555—*Wheeled Carriages* first used in France.  
1559—*Steel Knives* first used in England, and *Coaches* introduced about the same time.  
1562—*Religious Liberty* granted to the Huguenots in France, and was followed by the *Massacre of St. Bartholomew*, in 1572.  
1568—*Clocks* first made in England.  
1590—*Telescopes* were invented, and the first was probably used in England in 1608. *Spencer, Shakespeare, Bacon, Kepler, Tycho Brahe*, were contemporaries in this year.

- 1607—*First Settlement in America*, Jamestown, Virginia.
- 1615—*Daily Newspaper* first issued, *Frankfort Gazette*. Still published.
- 1616—*Potatoes* landed in Ireland by Sir Walter Raleigh, said to have been brought by him, with tobacco, from Virginia.
- 1622—*The First Newspaper* was published in England; the first attempt at Parliamentary reporting in 1641; the first advertisement appeared in 1648; and the first paper devoted exclusively to advertisements and shipping in 1657.
- 1629—*Printing Press* first introduced into the United States, at Cambridge, Mass.
- 1690—*First American Newspaper* published at Boston, September 25th, a monthly sheet, headed "Publick Occurrences, Foreign and Domestick." Soon suppressed.
- 1702—*First English Daily Newspaper*, published in London, and was called *Daily Courant*. *Gas* first used for illuminating.
- 1704—*Newspaper* first permanently printed in America, at Boston, called *Boston News-Letter*.
- 1711—*Piano-forte* invented by Father Wood, an English monk at Rome.
- 1731—*First French Newspaper* published at Paris, called *Gazette de France*. *First Public Library* established, at Philadelphia, July 31st.
- 1736—*Union Fire Company*, Philadelphia, organized December 7th, the first volunteer fire company in America, and probably in the world.
- 1751—*Pennsylvania Hospital*, established February 7th; the first in America.
- 1752—*Fire Insurance Company* first formed in America, "The Philadelphia Contributionship." *Lightning Rods* first used. Put up by Benjamin Franklin at his house in Philadelphia. *Theatre* first opened in America, at Williamsburg, Va.
- 1753—*Steam Engine* first introduced into use in America, and was brought from England.
- 1777—*American Flag* adopted by Congress.
- 1780—*Sunday-Schools* first established by Robert Raikes, in Gloucester, England.
- 1781—*Bank of North America* incorporated at Philadelphia, May 26th. First banking institution in America. Capital \$400,000.
- 1783—*Balloon* ascension first made, June 5th, near Lyons, France.
- 1784—*Daily Paper* first published in the United States, "The Pennsylvania Packet, or General Advertiser."

- 1786—*Vessel* navigated first by steam, Philadelphia, July 20th, by John Fitch.
- 1787—*Copper Cent* first coined at New Haven.
- 1803—*Steel Pens* first made.
- 1807—*First Steamboat* plied the Hudson, the *Clermont* by Robert Fulton.
- 1811—*Lead Pencils* first made in the United States, by Wm. Munroe, at Concord, Mass.
- 1813—*Coal* first mined in Philadelphia, sold at \$21 per ton. \$50,000,000 worth now produced annually. *Electric Light* first made practical by Sir Humphrey Davy.
- 1818—*Steamer* first crossed the Atlantic, the *Savannah* from New York to Liverpool, in twenty-six days.
- 1824—*Steam Ferry Boats* first used between New York and Brooklyn.
- 1825—*Gas* first used in New York for illuminating purposes. *Homæopathy* introduced into the United States. *Passenger Railroad* first opened, September 27th, in England.
- 1826—*Kerosene* first used for illuminating purposes. *Railroad*, first in United States, extended from granite quarries at Quincy, Mass., to Neponset river, three miles. Now nearly 100,000 miles in the United States.
- 1828—*Passenger Railroad*, first in America opened, the Baltimore & Ohio.
- 1829—*Lucifer Matches* first made; came into general use about 1834.
- 1830—*Steam Railroad*, first in New York State, was from Albany to Schenectady, 23 miles. *Iron Steamship* first built. *Omnibuses* first introduced for travel in New York City.
- 1832—*Telegraph* invented by Morse.
- 1838—*Telegraph Wire* of any practical importance first in England, was laid from Paddington to West Drayton; the first in Scotland in 1841; and in Ireland, 1854. *Passenger Steamships* began regular voyages across the Atlantic; the *Sirus*, from London to New York, in 17 days, and the *Great Western*, from Bristol to New York, in 15 days.
- 1839—*Envelopes* first used for letters, etc.
- 1840—*Postage-Stamps* first used in England.
- 1844—*Telegraph Wire* first laid in America was between Washington and Baltimore. *Anæsthesia* discovered.
- 1846—*Sewing Machine* patented, by Elias Howe.
- 1847—*Postage-Stamps* first used in the U. S.

- 1848—*Gold* first discovered in California.  
1853—*Crystal Palace*, N. Y., opened. Burned Oct. 5, 1858.  
1858—*Cable Dispatches* first sent across Ocean.  
1863—*Emancipation* proclamation.  
1866—*Atlantic Cable* successfully laid.  
1871—*Great Fire* in Chicago.  
1877—*Telephone* first put in public use. *Phonograph*, Edison's, first brought to public attention.  
1878—*Elevated Railroad* commenced running in New York City. August 26th.  
1883—*Brooklyn Bridge* opened May 24th. Cars began to run September 2d.



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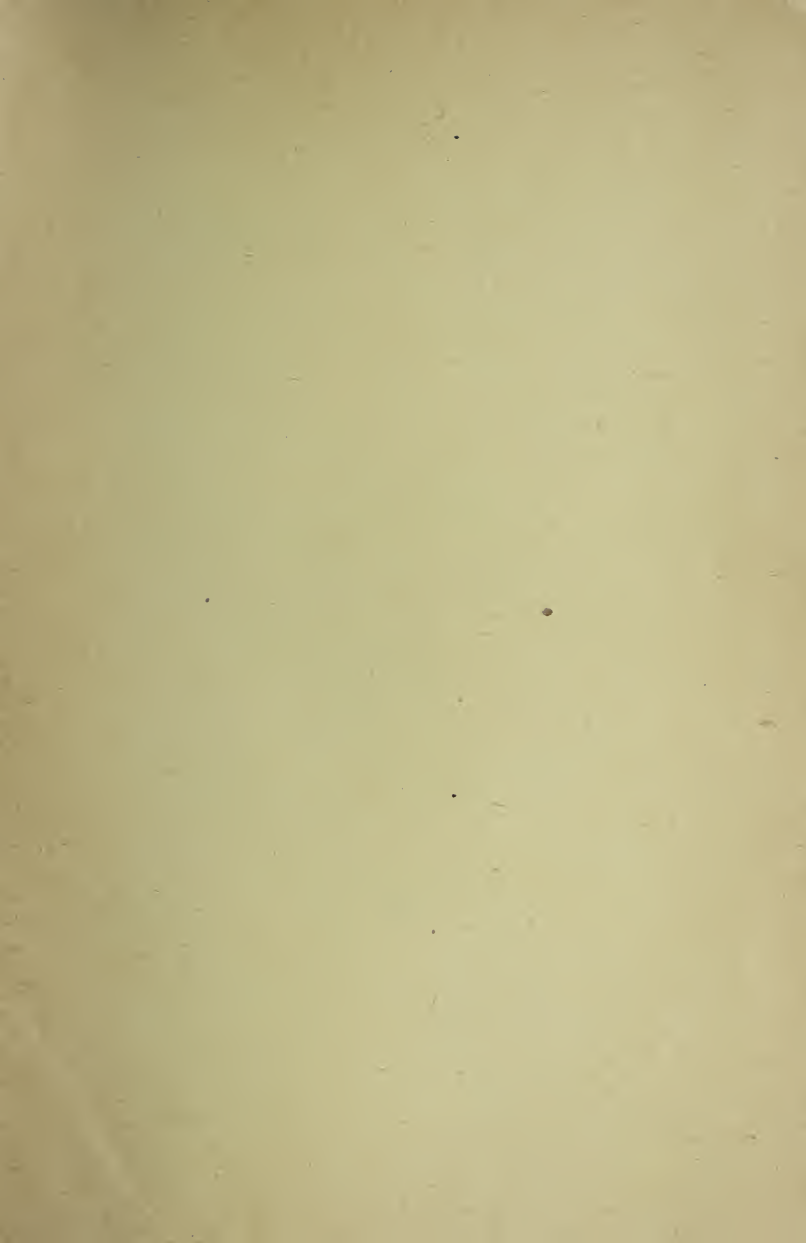
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